

Before the
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LIBRARY OF CONGRESS
Washington, D.C.

In the Matter of

Mechanical and Digital Phonorecord Delivery Rate
Adjustment Proceeding

Docket No. 2006-3 CRB DPRA

**THE WRITTEN DIRECT WITNESS STATEMENTS & EXHIBITS OF NATIONAL
MUSIC PUBLISHERS' ASSOCIATION, INC., THE SONGWRITERS GUILD OF
AMERICA, AND THE NASHVILLE SONGWRITERS ASSOCIATION
INTERNATIONAL**

VOLUME III
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STATEMENT OF ROGER FAXON

I. Introduction

1. My name is Roger Faxon and I am President and Co-Chief Executive Officer ("CEO") of EMI Music Publishing ("EMI MP"), a division of The EMI Group. I am submitting this statement to the Copyright Royalty Judges ("CRJs") as part of these proceedings to describe the important role music publishers play in support of songwriters and to emphasize the need for an increase in the statutory mechanical royalty rate under Section 115 of the Copyright Act.

II. Background

2. I became Co-CEO of EMI MP in April 2006. Prior to this I served as President and Chief Operating Officer ("COO") of EMI MP starting in January 2005. From early 2002 until 2005, I was Chief Financial Officer ("CFO") of EMI Group plc, which also is the parent of EMI Music, the division of EMI Group that includes its recorded music labels. From April 1999 until early 2002, I was Executive Vice President and CFO of EMI MP. From 1994 to 1999, I was Senior Vice President, Worldwide Business Development and Strategy for EMI Group, where I

directed the company's global planning process and oversaw acquisitions of related businesses as well as the company's portfolio of media investments.

3. Prior to joining EMI, in the early 1990s I was COO at Sotheby's for North and South American Operations and later CEO of Sotheby's Europe. From 1986 to 1990, I was employed at Tri-Star and Columbia Pictures and became Senior Executive Vice President of Columbia Pictures. Between 1984 and 1986, I was a founding partner at Mount Company, a motion picture and television production company whose films included *Frantic*, *Bull Durham* and *Tequila Sunrise*. From 1980 to 1984, I was Executive Vice President and COO of LUCASFILM Ltd, where I guided the operational affairs of the company, including the motion pictures *Raiders of the Lost Ark*, *Return of the Jedi* and *Indiana Jones and the Temple of Doom*. Prior to 1980, I held several positions with the U.S. government. From 1976 through 1980, I was Chief of the Professional Staff of the Subcommittee on Housing and Community Development in the U.S. House of Representatives. Prior to this I was a founding staff member of the Congressional Budget Office, an arm of the U.S. Congress.

4. I graduated from Johns Hopkins University in Baltimore with a Bachelor of Arts degree in International Relations and Political Economy in 1971.

5. I currently am a member of the board of directors of the American Society of Composers, Authors and Publishers ("ASCAP") and Music Choice, a digital music programming service.

6. EMI MP currently is the largest music publishing company in the world. We represent more songs and songwriters and generate more revenue from the dissemination of those songs than anyone in the world. For the fiscal year ended March 31, 2006, EMI MP's revenues were \$787.5 million. Our roster of songwriters includes many well-known artists such as Alicia Keys,

Natasha Beddingfield, James Blunt, Eminem, Sting, Alan Jackson, Billy Joel, Carol King, Rod Stewart, Stevie Wonder, Lamont Dozier, Bill Withers, Marvin Gaye, Temptations, Diana Ross, Gladys Knight, Rob Thomas, Nelly Furtado, Snoop Dogg, Goo Goo Dolls, Hinder, The Fray, Ryan Cabrera, Jamiroquia, Gorillaz, Queen, Simply Red and White Stripes. Writer-producers on our roster include Jay-Z (whose works have been performed by Gwen Stefani, Beyoncé, Ludacris, Kanye West, and Christina Aguilera), Pharrell Williams (whose works have been performed by Britney Spears, Justin Timberlake, Usher, Nelly and others), and Cathy Denis (whose works have been performed, by among others, Kylie Minogue and Britney Spears). EMI MP's catalog has over a million titles, and includes many of the best known and most popular songs such as: *Ain't No Mountain High Enough*, *Bohemian Rhapsody*, *Can't Take My Eyes Off You*, *Dancing In The Moonlight*, *Daydream Believer*, *Every Breath You Take*, *Fields Of Gold*, *Get Down On It*, *Have Yourself A Merry Little Christmas*, *How Sweet It Is*, *Hungry Like The Wolf*, *I Heard It Through the Grape Vine*, *I'm Not In Love*, *the James Bond Theme*, *Lady Marmalade*, *Let's Get It On*, *Mamma Mia*, *Maggie May*, *Mony Mony*, *New York, New York*, *Over The Rainbow*, *Santa Claus Is Comin' To Town*, *Sexual Healing*, *Shout*, *Singin' In The Rain*, *Strangers In The Night*, *That's The Way (I Like It)*, *The Loco-motion*, *This Old Heart of Mine*, *Walking On Sunshine*, *We Gotta Get Out Of This Place*, *We Are The Champions*, *We Will Rock You*, *What's Going On*, *Wild Thing*, *You've Got A Friend*, and *You've Lost That Loving Feeling*.

III. Purpose of this Proceeding

7. My understanding of the purpose of this proceeding is that the CRJs will set a royalty rate for the compulsory mechanical license for making and distributing phonorecords under Section 115 of the Copyright Act. Rates will be set with respect to both physical music products (e.g., compact discs or "CDs," and cassette tapes), and digital music products (e.g., full downloads,

limited downloads (limited by number of times they can be played or period of time for which they can be played), on-demand or interactive streaming of songs, and ringtones). In doing so, the CRJs will apply the following criteria:

- (a) To maximize the availability of creative works to the public;
- (b) To afford the copyright owner a fair return for his creative work and the copyright user a fair income under existing economic conditions;
- (c) To reflect the relative roles of the copyright owner and the copyright user in the product made available to the public with respect to relative creative contribution, technological contribution, capital investment, cost, risk, and contribution to the opening of new markets for creative expression and media for their communication;
- (d) To minimize any disruptive impact on the structure of the industries involved and on generally prevailing industry practices.

8. In this statement, I provide facts that I believe will be helpful to the CRJs in applying these criteria and that support increasing and establishing a fair royalty rate for each of the music products covered by these proceedings.

IV. The Music Publisher's Role

9. All value in musical compositions derives from the unique and irreplaceable creativity of the songwriter. The song he or she creates has an intrinsic value, a value that does not and should not depend on the fiscal needs of the record labels or digital music services. In particular, the intrinsic value of the song requires that royalties payable to rights holders in musical works not be reduced simply to enable record labels and digital services to increase their revenues. The publisher's job is ensure that the songwriter receives remuneration that adequately reflects the intrinsic value of the song.

10. The fundamental role of the music publisher is to serve as a representative and advocate for the interests of the songwriter and to ensure that the creative process is rewarded. The

publisher provides a variety of services and assistance that are crucial to a songwriter's success. These include (i) discovering new songwriters, (ii) providing advances and other financial support so a songwriter can focus on writing music, (iii) providing collaborators and other creative support to help a songwriter improve his or her work, (iv) promoting a songwriter's compositions to recording artists, record labels and other licensees such as on-line services, television program producers and filmmakers, (v) ensuring a songwriter receives appropriate compensation, and (vi) taking other steps to protect a songwriter's ownership interests in his or her copyrights. In sum, the publisher supports a songwriter's creation of musical compositions, finds ways to make that music available to as many people as possible so it can be enjoyed and experienced, and helps a songwriter realize the economic value from his or her creative work so that the songwriter has a strong incentive to continue to create.

A. Discovering and Developing Songwriters

11. The first challenge a publisher faces is to discover a talented songwriter. Publishers use many means, and expend considerable resources, to make such discoveries. This includes attending live performances, listening to demonstration records, or receiving recommendations from a wide array of sources including other songwriters, club owners, managers or acquaintances. More recently, publishers have scouted the internet and "on-line communities" for new talent. In fact, EMI MP has a staff member dedicated to searching the internet looking for new songwriters. She is constantly perusing web sites such as myspace.com and purevolum.com, as well as artists' weblogs, on-line radio stations, and music television websites. We use our demo studios to try out new bands and the material of new songwriters whom we may be interested in signing or developing. Well-known songwriters discovered by EMI MP include Alicia Keys and James Blunt, both of whom I discuss in greater detail below.

12. The cornerstone of EMI MP's efforts to discover new talent is its unrivaled artist and repertoire ("A&R") staff. The A&R staff is responsible for finding and developing songwriting talent.

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Exhibit 1. A&R is the lifeblood of our company, and we constantly reassess our A&R function to ensure that it remains dynamic and attuned to current music trends.

13. This search for talent is very much a hit or miss proposition and very few of the leads pursued by our A&R employees bear fruit. An excellent description of the difficult nature of this process was provided to me recently by Jake Ottmann, Creative Director for EMI MP in New York:

I find bands to sign to EMI. The majority of my time is spent doing the research. That involves many phone calls to contacts fanned out throughout the country and around the world. Upon speaking with a contact, follow up is required. Each contact always has three to five acts that they are recommending. Generally speaking I speak to about 50 to 60 contacts a week. The equates to roughly 200 bands to listen to per week. If you do the math that comes out to a lot of songs to go through.

Upon hearing a cool song, I'll generally go back and see if the band is playing live. I always like to see a band play live before I get interested. If they are great live then it's worth pursuing. Seeing bands is always a time consuming affair. If the band is local, it's a minimum of 3 hours to see, etc. If the band is out of town, then it involves a whole day.

Last year I found 3 bands that were worth signing.

14. As a result of the efforts of our A&R staff and after sifting through thousands of opportunities, we were able to sign 63 new songwriters in the U.S. in 2005.

15. Once a talented songwriter is discovered, the next step is for the publisher to negotiate a contract with the songwriter. The terms of this contract vary with the circumstances. Typically, these contracts are for a period of time (e.g., one year with options for the publisher to extend the term one year at a time) or until delivery of a certain number of songs or an album (e.g., with a publisher's option to pick up the next album or group of songs). In the majority of contracts offered by EMI MP, royalties earned by songwriter compositions are shared with the publisher,

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EMI MP pays the

songwriter a recoupable, but not returnable, advance against future royalty earnings. The size of the advance depends on a number of factors, including the potential of the songwriter, whether the songwriter already has had successful songs, whether there is a "buzz" in the industry about the songwriter and whether the songwriter has a record deal. When publishers compete to sign the songwriter, the contract is likely to include a more significant advance as well as a higher share of royalties.

16. The payment of these advances by publishers is essential to enabling both new and established songwriters to develop their talent and create new songs. These payments are necessary to finance the day-to-day requirements of the songwriter's career, including for professional bills, management commissions, equipment costs, to hire vans for performances, pay taxes and for general living expenses. Advances enable songwriters to survive financially so they can concentrate on developing their talent and the musical compositions that are the fundamental source of value for the music industry.

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Exhibit 2.

17. Advances are investments in the songwriter's talent based on the anticipated success of the songwriter. There is, however, no guarantee that a particular songwriter's song will be recorded or, if it is recorded, that the single or album on which it appears will be a success. Indeed, only a small percentage of songwriters signed to publishing contracts achieve any significant success. This is reflected in our historic experience in the recoupment of advances.

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Exhibit 3.

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Exhibit 4. Further, unlike

agreements between recording artists and record companies, which often contain major deductions against artist royalties for items such as promotional goods, packaging and video costs, publishers typically don't contract for major deductions against songwriter royalties.

18. Once a publisher signs a songwriter, the role of the publisher is to help the songwriter fully develop his or her talent and to promote the songwriter's songs. This requires the publisher to invest its time, money and expertise. For instance, EMI MP has recording studios that it makes available to songwriters to work on their songs and to create demos. EMI MP does not charge the songwriter for use of the studio unless the recording is used as the basis for a recorded work that will be released. It is in the interests of both the publisher and the songwriter that the recording be as marketable as possible and demo recordings are an important part of promoting the musical work. The publisher also may introduce the songwriter to other songwriters to help the songwriter with his or her work or as part of a recommended collaboration.

19. Once a songwriter has created a body of work, the publisher's next job is to promote the songwriter's songs to record labels and artists. In the case of singer-songwriters with whom EMI MP has a development deal and who have not been signed by a record label, we promote the artist to labels. It is not unusual for labels to wait to see how an artist develops under a publishing deal before signing the artist to a record contract. Our job includes trying to make such a record deal happen, which is usually necessary for the artist to take the next step in his or her career and achieve broad distribution of his or her works. The need for an artist to obtain a record contract may be changing, however, as the expansion of on-line distribution provides artists with alternative means for reaching consumers without the intervention of a record label.

20. We also engage in many other activities to promote use of our songwriters' works. For instance, EMI MP has created a digitized database of our songwriters' music to help identify the right piece of music for businesses that want to use music for promotional purposes, such as advertisements. We also actively participate in developing new product ideas to increase use of

our songwriters' compositions, including use of lyrics on mugs, posters, and websites such as www.itspopart.com.

21. Another important means by which publishers secure income for songwriters is through the issuance of synchronization licenses that allow songs to be used in television advertisements, television programs, films and electronic games. For example, one of our composers, Alex Heffes, has established himself as a leading British composer on film and television scores. His breakthrough picture was the Oscar winning documentary *One Day in September* with Kevin MacDonald. We were instrumental in enabling Alex to work on the film score and this has led to a highly successful ongoing relationship between Alex and MacDonald, including for the recently released Fox Searchlight film *The Last King of Scotland* and the film *Touching the Void*. We have been instrumental in helping Alex secure commissions for other film scores such as *The Parole Officer* and *Imagine Me & You*, and we arranged for soundtrack album releases of the score for *Touching the Void* and *The Parole Officer*. We also have helped secure advertising work for him. Similarly, we helped U.S. songwriter Pharrell Williams get his song *Mamacita* used in the film *Fast and the Furious: Tokyo Drift*, Death Cab for Cutie get its song *Someday You Will Be Loved* used in *CSI*, and The Fray get its song *How to Save a Life* used in *Grey's Anatomy* and *Scrubs*. Further, we helped James Brown get his *Living in America* in *Rocky IV* and helped get Chris Cornell's *You Know My Name* in the latest James Bond film, *Casino Royale*.

22. These efforts by a publisher to further the development of a songwriter's career represent investments that usually are made at a significant risk, because, as noted above, most songwriters do not ultimately achieve success.

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Exhibit 5.

These investments must be made on behalf of a large number of songwriters, however, in order to develop the relatively small number of songwriters who do succeed.

23. Publishers also play a vital role in protecting the songwriter's rights in his or her compositions and in ensuring that the songwriter gets paid. In the first instance this relates to licensing songwriters' works. We are responsible for administering a variety rights for our songwriters. The four principal rights (which account for virtually all of most songwriters' incomes from their compositions) include: mechanical rights, which are at issue in this proceeding, performance rights, synchronization rights (for use of compositions in films, television programs, commercials and videos) and print rights. In the United States we license mechanical rights to users either through The Harry Fox Agency, which acts as a clearing house for music publisher rights or, where a licensee desires, we will license them directly. See Exhibit 6 (flowchart illustrating mechanical licensing relationships). Similarly, we license performance rights through the performance rights organizations, ASCAP, BMI and SESAC, or directly. Synchronization and print rights are licensed directly. EMI MP engages in substantial direct licensing activities in the U.S. In the U.S. we have 67 employees engaged in licensing activities out of 135 employees engaged in such activities globally. These activities account for

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and include the digital

media agreements we have entered into with the major labels as well as the many ringtone licenses we have negotiated. (Both types of agreements are described in greater detail below.) In addition to licensing, the publisher will register its songwriters' works with the Register of Copyrights and with collecting societies around the world. We collect and audit royalties due to a songwriter for the reproduction, distribution, and other exploitation of his or her work. Finally,

the publisher also protects the songwriter against infringements of his or her musical works. These functions are an important and continuing service for songwriters who otherwise would have to devote considerable time and effort to such administrative tasks or pay others to do so.

B. Examples of Songwriters Discovered or Developed by EMI MP

24. To assist the CRJs in understanding the role music publishers play in discovering and developing artists and promoting their compositions, the following are examples of the role EMI MP and other publishers have played in recent years in the careers of a variety of artists, some well-known, and others who are just beginning their careers.

25. The first of these is the highly successful singer-songwriter Alicia Keys. Jody Gerson, Executive Vice President, U.S. Creative, for EMI MP in Los Angeles, first learned about Alicia from an acquaintance in the music business when Alicia was only 14 years old. After hearing a tape of Alicia's songs and meeting with her, Jody recognized Alicia's considerable talent and signed her to a contract. Jody flew Alicia to Los Angeles to work in the studio and record demos. She also introduced Alicia to other songwriters and artists such as Warryn Campbell, another promising songwriter, and shopped her songs to other artists trying to get them to record the songs. EMI MP continued Alicia's contract while she worked to develop her songs. Despite Alicia's great talent and Jody's efforts, however, it took six years before Alicia achieved any commercial success.

26. During this period, Alicia signed with Columbia Records and recorded an album, but Columbia didn't like the album and dropped her. Clive Davis, then head of Arista, bought Alicia out of her Columbia deal. Davis, however, was subsequently fired. After a bidding war between Arista and Davis's new J Records label, Alicia went to J Records. Jody provided advice to

Alicia as she considered with whom she wanted to work. In addition, advances from EMI MP helped support Alicia when she was in between labels. After Alicia moved to J Records, Jody helped get her opportunities to write music for other artists, including Aaliyah. Jody also introduced Alicia to other writers, including Jermaine Dupri and Kandi Burruss, who would write with Alicia on her first hit album, *Songs in A Minor*, which was released in 2001. That album sold 12 million copies and featured the number one single *Fallin*. Alicia followed that up with *The Diary of Alicia Keys*, in 2003. That album debuted at number one and has sold over nine million copies.

27. Since Alicia achieved success, Jody has continued to work closely with her to further develop her songwriting as well as other aspects of her career. For instance, Jody arranged for Alicia to meet Michael Mann, the director of the film *Ali*, to write music for the film. She also got Alicia involved in writing with Christina Aguilera, which resulted in the song *Impossible* on Aguilera's *Stripped* album, and in writing with Usher. Jody continues to advise Alicia on other collaborations. In addition, Jody has licensed Alicia's songs for television shows, including *American Idol*, *America's Got Talent*, *Celebrity Duets* and *Star Search*. She also has pursued licenses for branded products and video games. Further, Jody has advised and assisted Alicia with respect to obtaining film roles, a film and television deal with Disney, and advice regarding Alicia's public relations firm, legal counsel and talent agent.

28. In sum, Alicia's story illustrates that even a very talented artist may need to work at her craft for years before achieving any success, but that a publisher can help in very important ways by sticking with the artist and providing her with opportunities to develop her talent and develop relationships that can result in her music becoming widely known and appreciated. This situation also illustrates that the investment a publisher makes in an artist may take many years to

bear fruit.

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There is little doubt that without these monies she would never have been able to develop her talent and achieve the huge success we now see. Finally, Jody's continuing efforts on Alicia's behalf show that even after an artist has achieved success, a publisher continues to provide important support for the artist's creative efforts so that those efforts achieve great value both for the artist and those who distribute or license her music.

29. A second example of EMI MP's efforts on behalf of its songwriters is singer-songwriter James Blunt. James' debut Album, *Back to Bedlam*, has sold approximately 2.3 million copies in the U.S. and reached number two on the *Billboard* album charts. Worldwide it had sold over 11 million copies by the end of 2005. In 2002, Declan Morrell of EMI MP's A & R department met with James. At this stage, James had written a number of lyrically accomplished songs that the company thought had potential. However, James had not had any dealings with record companies. EMI MP felt that, despite the risks involved in signing an unproven songwriter, he had major potential and that with our creative and commercial input, that potential would be realized. In the 18 months after signing Blunt in November 2002, EMI MP contributed not only A&R expertise in the form of creative input but also recording facilities and co-writer input. A number of the songs that James had written before he was signed to EMI MP required further work before these could be recorded. One particular song was *You're Beautiful*, the hit single released from his first album that reached number one on the U.S. charts. Because James had financial support from EMI MP, he had the time and space to work on his writing and produce a body of work. We encouraged him to continue writing and to start performing so that his work would be exposed to live audiences. The popularity of an artist can grow over a very short period of live performances as it did with James. Once we had worked with James for some time

and had demo recordings, we were able to broker introductions to labels and producers. A CD of his work was circulated to various labels, but none was interested until Linda Perry of Custard Records met Sally Perryman, EMI MP's then head of A&R, and listened to a number of James' songs. As a result, and after James had performed at South by Southwest, the music industry festival in Austin, Texas, James was signed by Custard Records in a joint venture with Warner Music's Atlantic label, in 2003.

30. EMI MP also introduced James to Guy Chambers, who is signed to EMI MP and is a highly successful songwriter. James and Guy co-wrote one song, *Tears and Rain*, that was on James' album. A second song created in those writing sessions, *Wasted*, wasn't used on James' album but now has been recorded by another artist, Seal, for release in 2007. James' debut album, *Back to Bedlam*, was released in 2005 and sold initially in very modest numbers. After extensive concerts and performances arranged by his management and record company support, however, James achieved huge success. However none of that would have been possible without the substantial financial commitment made by EMI MP to James well before any record company took an interest. Our advances, REDACTED

allowed James to develop his craft as both a songwriter and performer, laying the basis for the massive success he has since achieved. James has maintained a close professional relationship with Declan Morrell and they are in contact virtually everyday to discuss the development of James' next album, including the songs to be included, the timeframes and whether collaborations with other songwriters should be considered. This album is due out in 2007.

31. Another example of how publishers assist artists can be gleaned from the work of one of EMI MP's most successful A&R executives, Big Jon Platt. Big Jon started out as a DJ in Denver

C. Providing Services to Users of Music

34. In order to facilitate the greatest possible use and distribution of its songwriters' creative works, a publisher must provide good service to users of its songwriters' music. At EMI MP, one of our core business goals is to provide exemplary service to users of music. We believe that the greater the service to the users of music the more uses will be generated for our songwriters. Services we provide to users include, but are not limited to:

- (a) Identification of the most appropriate music for their needs;
- (b) In the hit-driven digital world, provide users with market intelligence and early access to certain product;
- (c) Targeted music-based consulting and marketing based on industry specific knowledge and music expertise, including the development of new product ideas incorporating music;
- (d) Help in developing business models in the digital world by listening and responding to users' music needs, including negotiation of deals designed to promote new uses of music;
- (e) Fast and efficient clearance of licensing requests (including seeking approvals of songwriters where necessary); and
- (f) Assisting users to navigate the licensing and clearance process, through:
 - (i) education in its intricacies;
 - (ii) research on the status of rights in compositions desired by the user; and
 - (iii) direct help in clearing rights with other publishers and master rights holders.

V. The Role of Publishers in the On-Line Distribution of Music

35. Digital music distribution has grown rapidly in recent years and EMI MP expects this growth to continue. For example, global wholesale revenues from digital distribution (including ringtones, downloads and subscription services) were approximately

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See Exhibit 9.

36. The basic functions of the music publisher are essentially the same in both the on-line and off-line worlds: promoting the interests of songwriters by discovering and developing talent and achieving the broadest possible distribution of songwriters' creative works. It is important to note, however, that music publishers have played an important role in the development of the on-line distribution of music. Since as early as 2000, publishers have been licensing innovative, secure on-line music services. For example, EMI MP licensed services such as Full Audio and Click Radio, both limited download subscription services, at that time. In addition, in 2001, the NMPA and The Harry Fox Agency entered into an agreement with the RIAA under which the publishers agreed to allow the record labels to license their songwriters' works to services providing limited downloads and on-demand streaming in return for a modest advance and the promise that once a rate was set in the current proceeding, we would receive retroactive payments under the licenses. So for the last five years we and our songwriters have foregone any meaningful compensation from these services with the sole aim of encouraging the development of these services. We believed that creating additional opportunities for the dissemination of our songwriters' works in the digital space by licensing legitimate new services was the best way to serve our songwriters' interests. In contrast, in the early years of this decade the record labels were reluctant to license digital services.

37. At the same time, EMI MP began entering into dozens of ringtone and mastertone licenses that are described below. We also entered into New Digital Media Agreements with Sony BMG, Universal and Warner covering the licensing of mastertones as well as several other digital products. As these examples show, publishers have been at the vanguard of digital

licensing efforts and EMI MP expects to continue to do so. We are dedicated to helping innovative new digital services that are consumer friendly and that also protect and promote our songwriters' compositions.

38. The traditional role of record labels is changing in the on-line world and so are the labels' economics. Many of their existing functions are either unnecessary or are being subsumed by other participants. This is most clearly the case with manufacturing and distribution where, in the digital space, there is no need for the manufacture, warehousing and shipment of CDs or other physical music products. In this environment labels do not have to bear the cost of product returns. There is no product obsolescence since there are no manufactured goods, and there is little or no bad debt or faulty product. The change also is affecting other aspects of the record labels' activities. The discovery of music is increasingly being done directly by consumers through on-line sites like myspace.com, making the identification of artists with strong preexisting fan bases easier for record labels. Over time this should significantly increase the likelihood of success with new artist signings, lowering both the risk and cost of doing business for record labels. Marketing and promotion in an on-line environment also offers the prospect of reducing the cost of reaching consumers. On-line marketing is less about the money spent and more about finding avenues to reach consumers in innovative ways. As a consequence, as on-line and digital uses grow the economics for record labels will continue to improve. Record labels or their parent companies often have referenced that they already are benefiting from these improved economics even though, at this point, on-line and digital sales represent a relatively small portion of their revenues.

VI. The Publishers' Rate Proposal

A. The Proposed Rates

39. The music publishers are proposing the following mechanical royalty rates:

(a) For physical products, an increase in the statutory rate from the greatest of 9.1 cents per song or 1.75 cents per minute of playing time or fraction thereof to the greatest of 12.5 cents per song or 2.40 cents per minute of playing time or fraction thereof;

(b) For permanent or full downloads, the greatest of 15 cents per song or 2.90 cents per minute of playing time or fraction thereof;

(c) For limited downloads, the greatest of (i) 15% of revenue, (ii) one-third of the total content costs paid for mechanical rights to musical compositions and rights to sound recordings; or (iii) the greatest of \$0.0033 per use or \$0.00064 per minute of playing time or fraction thereof;

(d) For interactive streaming, the greatest of (i) 12.5% of revenue, (ii) 27.5% of the total content costs paid for mechanical rights to musical compositions and rights to sound recordings; or (iii) the greatest of \$0.00275 per use or \$0.00053 per minute of playing time or fraction thereof;

(e) For ringtones (including mastertones), the greatest of (i) 15% of revenue, (ii) 15 cents per ringtone; or (iii) one-third of the total content costs paid for mechanical rights to musical compositions and rights to sound recordings; and

(f) All penny rates in these proposed terms subject to periodic adjustments for inflation as measured by the CPI.

40. The following facts show why these rate increases are both reasonable and necessary to provide appropriate incentives to songwriters to create music.

B. The Need for Higher Rates to Incent Creativity

41. My understanding is that one criterion the CRJs will consider in setting mechanical royalty rates in this proceeding is to maximize the availability of creative works to the public. See Copyright Act Section 801(b)(1)(A). In considering the appropriate rate for this purpose, it is important to understand the process through which musical compositions are created.

42. Each year, hundreds of thousands of people attempt to write songs. See ASCAP Web Site, www.ascap.com/about/ (ASCAP alone has over 260,000 members, including songwriters, composers, lyricists and music publishers); BMI Web Site, www.bmi.com/about/background.asp (BMI has over 300,000 members, including songwriters, composers and music publishers). Of the songs that are written, very few ever will be published, and very few of the published songs ever will become successful recordings. For instance, EMI MP currently owns the rights to approximately 1.3 million songs worldwide. Of these,

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Exhibit 10. The point of these

figures is that, in order to obtain the relatively small number of songs that people really want to listen to and purchase, there must be a sufficient incentive for the hundreds of thousands of people who try to write songs to continue to do so.

43. An analogy to this process is found in the development of new pharmaceuticals. Pharmaceutical companies invest in large numbers of drugs hoping to come up with the next Lipitor or Viagra. The development of each drug involves an expensive R&D process, numerous regulatory hurdles and often takes many years. Only a very small percentage of drugs in development ever become successful products, however. Development of these successful drugs requires creating a sufficient incentive so that pharmaceutical companies will fund the R&D and regulatory approval process for a large number of drugs, including the vast majority that fail.

44. Music is no different. The R&D in the composition of music are the efforts made by the hundreds of thousands of songwriters, most of which will produce nothing marketable, but out of which will come the creations on which the music industry depends for value. As often has been noted, the song is the foundation on which the music industry is based. The health and vitality of

that industry as well as our culture depends on providing sufficient incentives to songwriters to assure the very best creative output. The greater the risk of failure the greater the incentive must be.

45. The need for an increased royalty rate can be demonstrated by comparing current conditions to those that existed when the current rates originally were agreed to in 1997. Since that time, while the use of music has expanded greatly, particularly through the development of digital distribution, the decline in album sales has reduced the opportunities for songwriters to have their songs recorded. For instance, according to data compiled by the Recording Industry Association of America ("RIAA"), the record labels' trade association, in 2000, U.S. CD album sales were approximately 942 million units. In 2005, this figure was down to approximately 705 million. See RIAA 2005 Year-End Statistics, Exhibit 11. While digital album sales have been increasing (from 4.6 million units in 2004 to 13.6 million units in 2005), they do not come close to replacing these lost CD album sales. See RIAA 2005 Year-End Statistics, Exhibit 11. Piracy also has played major role in this decline. According to the International Federation of Phonographic Industries ("IFPI"), the value of pirated music worldwide is \$5 billion, and the number of tracks available for illegal download is 1 billion. For every track sold legitimately there are six tracks taken illegally. See *IFPI : 2006 Digital Music Report*, 16, <http://www.ifpi.org/content/library/digital-music-report-2006.pdf>. Exhibit 12. The consequence is that there is less money available to support the creative process, meaning that there are many creative works, including great works, that never are composed. An increase in the mechanical rate is required to offset this decline and restore the level of economic incentive to create musical compositions that existed the last time the mechanical rate was set.

46. Another major factor in declining songwriter income is the imposition by record labels in their contracts with singer-songwriters of "controlled composition clauses," which have become increasingly prevalent since the current rates were set in 1997. While controlled composition clauses do not apply for the most part to digital products under the Digital Performance Right in Sound Recordings Act of 1995, they continue to apply to physical products. Record labels first began to demand controlled composition clauses during the 1960s and 1970s but they expanded their demands for these clauses in the early 1980s. Controlled composition clauses typically reduce the label's obligation to pay mechanical royalties to 75% of the statutory royalty rate and cap the number of songs on an album on which royalties are required to be paid (e.g., a 10-song cap), which reduces the effective rate paid to well below the statutory rate. Controlled composition clauses also reduce opportunities for songwriters who are not also recording artists. An artist subject to a controlled composition clause who wants to use a song on his or her album written by a songwriter not subject to such a clause must reduce his or her already reduced royalty further to "reimburse" the record label for having to pay a non-controlled rate for that songwriter's song. This has discouraged the involvement of songwriters in collaborations with artist/songwriters subject to controlled composition provisions in their recording contracts.

47. The adverse effect of controlled clauses on songwriter income has grown over the years for a number of reasons. First, over time, as more new music subject to controlled composition clauses has been released, the percentage of physical product subject to these clauses has increased. In addition, some of these clauses lock artists into the statutory mechanical rate that existed when they entered into their agreement with the record label, meaning that they have realized no benefit from the increases in the statutory rate since that time. Further, while the song cap has increased somewhat in recent years from the standard 10 songs to 11 songs in some

instances, or even 12 songs for significant artists, these increases have not kept pace with the growing number of songs on CDs. For all of these reasons, controlled composition clauses have reduced songwriter income on physical products, a reduction that must be addressed with an increase in the mechanical rate in order to maintain songwriters' incentives to create.

C. The Enhanced Value of Music

48. The proposed increases in the mechanical rate also are appropriate in light of the fact that the value of musical compositions has increased in recent years. As significant contributors to this trend, songwriters have a legitimate claim to benefit from that increase in value. A principal reason for this increase has been the development of various forms of digital distribution that make music more portable and accessible than it ever has been before. Consumers today can purchase music at any time of day, can put music on their computer, CD, MP3 player and phone and make digital quality copies when this is legally permitted. All of these uses not only increase the demand for music but also the value of music to consumers.

49. The value of music to the consumer also has increased because consumers have a greater ability now to purchase only the songs they want instead of having to purchase a CD album that may have a few songs they want and other songs in which they are less interested. This has important implications for the mechanical royalty rate for digital products. When rates were last set in 1997, the overwhelming majority of music purchases were albums, and the rate represented an average value for the 12-14 songs on a CD album. See RIAA 2005 Year-End Statistics (in 1997, approximately 930 million albums, containing upwards of 13 billion songs, sold in all physical configurations as compared with only about 117 million singles), Exhibit 11. As most people recognize, the value of the bundle (the album) has been driven by the value of a few songs. From a songwriter perspective that was ok — averaging that value over the total

number of songs on the album was a reasonable compromise to facilitate licensing. A songwriter was as likely to have a song that drove the sale of the album as not, so the view was that it would all average out and over time the writers of the best songs would gain the appropriate value for their songs. However, that has changed in the on-line and digital environment, which is principally a singles world in which consumers can and do limit purchases to those songs they most want. See *IFPI : 2006 Digital Music Report*, 16, <http://www.ifpi.org/content/library/digital-music-report-2006.pdf>, Exhibit 12, and Exhibit 13

REDACTED

That means

they can get the songs they want without having to acquire the bundle, implicitly raising the value of the songs they purchase. Clearly, once the album was unbundled, basing a songwriter's compensation upon an average of a bundle no longer represents an equitable sharing of value. This supports a higher mechanical rate for digital downloads. (Songwriters also face increased risk in the digital world that they will not be fully compensated for their creative efforts. In the physical world all songs in the bundle represented by the album are sold, so that songwriters are paid regardless of which songs on the album turn out to be a hit. In the digital world, there is greater risk that the songs released as singles will not be the hit songs, which could lead to significantly reduced mechanical royalty income. An increased mechanical rate for digital product is required to address this risk.)

50. The increased value of a song in the on-line world reflects itself in a number of ways which are not always seen in the retail price of the song. This is most evident with Apple's iTunes service, which is designed to sell hardware (iPods) by artificially holding down the price of a download. Apple CEO Steve Jobs has said that Apple does not make any money on the sale of music through the iTunes music store, but rather on the sale of iPods (*Time* magazine,

November 17, 2003), Exhibit 14. Apple sells all of its songs regardless of whether they are hits or not at 99 cents to encourage the purchase of iPods, which have generated significant revenues and profits for the company. For instance, Apple introduced the iPod in late 2001. From 2002 through 2006 (fiscal years ending September 30), Apple's revenues more than tripled from \$5.7 billion to \$19.3 billion, and its net income increased from \$65 million to almost \$2 billion. The iPod has been the major source of this increased profitability. See Exhibit 15.

51. This aspect of the value of music also is reflected explicitly in the recent agreement between Microsoft and Universal Music regarding Microsoft's new Zune music player. In return for Universal licensing its music to Microsoft for use on Zune, Universal will receive both a percentage of revenue from the sale of downloads as well as a percentage of the revenues from sale of the Zune devices. See "Microsoft Strikes Deal for Music," *New York Times* (November 9, 2006), Exhibit 16. This transaction constitutes recognition that the value of such devices to consumers is largely based on and driven by the music that can be played on the device and that the value in the composition has been diverted to the sale of the device.

52. Finally, the value of music is reflected in Google's recent acquisition of YouTube for \$1.65 billion. Much of YouTube's value derives from the music that is available on that site. In each of these models, the price of the music being made available to consumers has been set at an artificially low level (in the case of YouTube, zero), but as the descriptions of these businesses make clear, each of them derives significant value from the music associated with their products.

D. The Value of Music Reflected in Market Transactions

53. I understand the criteria the CRJs will apply in setting the mechanical royalty rate also include providing a fair return to the songwriter for his or her creative work and a fair income to the copyright user under existing economic conditions: Copyright Act, Section 801(b)(1)(B). EMI MP and other publishers have negotiated numerous arms-length agreements regarding mechanical rights in music that evidence the terms each party believed would provide it with a fair economic return.

54. The following are several examples of types of agreements that have resulted from arms-length negotiations between EMI MP and digital service providers or record labels.

(a) Ringtone and Mastertone Agreements

55. Since as early as 2000, EMI MP has negotiated dozens of license agreements for ringtones (monophonic and polyphonic versions of compositions licensed by EMI MP) as well as mastertones (excerpts of songs recorded by an artist). (Unless otherwise indicated, references below to "ringtones" are intended to include mastertones as well.)

Until the Copyright Register's recent ruling that certain ringtones are covered by the compulsory license in Section 115 of the Copyright Act, EMI MP assumed that ringtones were not covered by the statutory rate and negotiated on that basis in a competitive market. Other parties, particularly the RIAA and its members, have long taken the position that Section 115 did apply.

56. For instance, in 2000 we negotiated a ringtone agreement with Beamik, a company affiliated with former recording artist Thomas Dolby. The agreed upon royalty rate was 10% of the retail price for the ringtone with a minimum royalty of 10 cents per ringtone sold that was significantly above the 7.55 cent statutory rate applicable at that time. An article published in *Billboard* in 2004 titled "Ringtone Rumble Brewing" demonstrates that mechanical rates for ringtones of 10% of sales price with minima of 10-12 cents were well established in the marketplace by that time. See Exhibit 17.

57. Attached as Exhibit 18 to this statement are approximately 50 EMI MP ringtone licenses as well as a chart summarizing the licenses' basic terms. As this chart and the agreements show, the rates agreed upon under these licenses tend to be [REDACTED] of the ringtone retail price (e.g., \$1 retail price for a monophonic tone, \$2.50-\$3.00 for a mastertone) with minima of [REDACTED]. The minima for mastertones are sometimes in the [REDACTED] cent range. For example, the agreement we entered into with Lagardere in 2004 provided for a rate of [REDACTED]

REDACTED

REDACTED

[REDACTED] See Ringtone and Mastertone License with Lagardere North America, Inc. ("Lagardere Ringtone License"), paragraph 6(c).

REDACTED

Many of these agreements also include recoupable advances

and fixation fees

REDACTED

58. These agreements also provide that the rates are not subject to deductions for "free" or "bonus" goods the record labels impose for CDs and that a full royalty will be paid for each ringtone. See, e.g., Lagardere Ringtone License, paragraph 7(c). In contrast, artist contracts with labels typically provide that CD units made available to retailers for free or for promotional purposes will not be subject to a royalty. Further, the requirement that full rates be paid also means that these rates are not reduced by the effect of controlled composition clauses that, as discussed above, reduce the effective rate paid well below the statutory rate. The rates agreed upon in these ringtone agreements thus result in the publisher and songwriter receiving a much higher effective rate than that typically received under Section 115.

59.

(b) New Digital Media Agreements with Sony BMG, Universal and Warner.

60. In 2004 and 2005, EMI MP negotiated New Digital Media Agreements or "NDMA's" with Sony BMG, Universal and Warner. Copies of these agreements are attached as Exhibits 19-21. These agreements cover several products, including dual disc products (discs with an audio side and an audio-visual side), locked content products (e.g., recordings on a computer hard drive that cannot be accessed by the consumer without additional payment), mastertones and master

ringbacks, and digital video products.

REDACTED

the rate for mastertones (and master ringbacks) was negotiated, as it was in the ringtone agreements described above, on the assumption by EMI MP that the statutory royalty rate in Section 115 did not apply while the record labels believed Section 115 should apply.

61. The first of these agreements was negotiated with Sony BMG. Discussions began with a meeting between my Co-CEO, Martin Bandier, and Andrew Lack, who was CEO of Sony BMG. Sony BMG was interested in obtaining a license for various digital products. The initial mastertone rate discussed was:

REDACTED

During extensive negotiations this was further developed to include a rate for these products equal to the greatest of:

REDACTED

Exhibit 19, Sony BMG NDMA, Section 2.4.3. There also was a provision addressing "hybrid" situations in which Sony BMG was not paid by a service with respect to sales of individual mastertones (e.g., a subscription service that bundled several different products to the end user for one fee), which provided for royalties of:

REDACTED

62. The negotiations lasted four to five months:

REDACTED

REDACTED

The agreement expressly provided the rates would not be reduced by the effect of any controlled composition clause. Sony BMG NDMA, Section 2.4.2.2. EMI MP also agreed to a license for digital video products.

REDACTED

An amendment to the agreement added licenses for DPD lyrics, so-called "qualifying locker service streams" (i.e., streamed performances of full CDs that already have been purchased, but not yet received by the consumer, solely for the period prior to receipt by the consumer of the physical CD), and locked content DPDs and included payment of:

(The locked content DPDs were licensed

REDACTED

The agreement became effective on November 1, 2004 and expires on December 31, 2006. There have been discussions regarding an extension.

63. EMI MP next negotiated a separate NDMA with Universal.

REDACTED

While the agreement was not signed until Fall 2005, it has an effective date of April 1, 2005 and expires June 30, 2007.

64. Thereafter, EMI MP negotiated an NDMA with Warner.

REDACTED

65. As the discussion of these agreements demonstrates, the NDMA's and the ringtone rates they contain were the product of arms-length negotiations.

Indeed, the actual free market value of these compositions would be higher than the rates negotiated in the NDMA's because it would not be even partially constrained by the statutory rate.

(c) Agreement with Skype

66. In April of this year, EMI MP entered into a two-year license agreement with Skype, which plans to offer a digital subscription service that includes full downloads, limited or "conditional" downloads, and mastertones. Of particular significance is that the agreement provides a worldwide license for EMI MP's U.S. and U.K. repertoire. The agreement also covers both mechanical and performance rights. A copy of the agreement is attached as Exhibit 22. For limited downloads (which expire in 30 days on the subscriber's computer hard drive or expire on

67. The negotiation of this agreement, which took some weeks, focused on a number of issues,

REDACTED

The terms support not only the rates being proposed in this proceeding by the publishers, but also show that the multi-tiered rate structure being proposed by the publishers for limited downloads and on-demand streaming reflects marketplace realities.

(d) Agreement with Spiral Frog

68. EMI MP recently entered into an agreement with an advertiser-supported service to be launched soon called Spiral Frog that will provide limited downloads and streaming at no charge to the listener.

Mechanical royalties for limited downloads and streams are:

REDACTED

A copy of the agreement is attached as Exhibit 23.

69. Negotiations over the agreement began when Spiral Frog approached EMI MP for a license.

REDACTED

71. Rates in EMI MP Voluntary Digital Agreements

| <u>TYPE OF AGREEMENT</u> | <u>RATES</u> |
|---|---------------|
| Ringtone Agreements | REDACTED |
| NDMAs – Mastertones | REDACTED |
| Skype – Mastertones | REDACTED |
| Skype – Limited Downloads | REDACTED . to |
| Spiral Frog – Limited Downloads/On-Demand Streams | REDACTED |

72. These rates, all the result of arms-length negotiations, show that the current statutory rate is well below rates that would be negotiated in a free market, notwithstanding the constraining effect of the compulsory license on these negotiations. Moreover, when that effect is taken into account, the rates proposed by the publishers reflect and are supported by these market-based agreements.

E. Other Evidence of Market Rates

73. There are other examples of music royalty rates negotiated in the free market that show that songwriters are greatly undercompensated by the current statutory mechanical rate. For example, my understanding is that when both publishers and record companies license synchronization rights (e.g., when both the musical composition and a master recording are licensed for use in a TV program or film), they tend to receive approximately equal compensation. For instance, the synch licenses entered into by EMI MP typically contain a most favored nations clause under which, if the licensee pays a record company a greater pro rata amount for its content, it must pay EMI MP an equal amount. See, e.g., license of *Higher Ground* by Stevie Wonder for *My Name is Earl*, March 14, 2006, Section 13, and other licenses attached at Exhibit 24. In contrast, I understand record labels licensing to iTunes receive about 70 cents per 99 cent download while the publishers and songwriters receive only 9.1 cents; after taking account of the fact the labels must pay the 9.1 cents out of the 70 cents they receive, the ratio is more than 6:1 in favor of the record labels. This disparity makes no sense given that the publisher and record label each are performing the same function—licensing an IP right in music to a digital service provider. Applying the 50:50 standard, the publishers' proposal to increase the statutory mechanical royalty for full downloads to 15 cents still is well below the rates that

have resulted from free negotiations of other, similar rights, and clearly is reasonable in light of these market results.

VII. An Increase in the Mechanical Rate Will Not Disrupt the Record Labels' Operations

74. There has been much discussion about the impact that a rise in the mechanical rate may have on the record labels. I have spent much of my recent career in various financial and planning roles which have involved me in these issues. I have come to share the view of most objective observers that a rise in the mechanical rate will not disrupt the operations or capacity of the record labels to be active suppliers of music products to consumers. As important, I see such a rise as not having any measurable impact on consumer prices. A number of factors have led me to this view. Until recently, the recorded music industry was notoriously inefficient in its operations. Over the last few years and continuing to today, the major record labels have been taking action to reduce waste and inefficiency in their operations — lowering their overhead burden, outsourcing their manufacturing and distribution functions, and more effectively targeting their marketing spend, among many initiatives. In addition, as I discussed in paragraph 38, the margins of the record labels also are rising as their product mix shifts toward on-line and digital with its lower costs. The combination of becoming more efficient and the shift to on-line and digital is driving a considerable increase in record label margins, making them able to absorb any increase in mechanical royalties and still be able to service their market effectively. This is particularly true as the mechanical royalty is only a small part of the record label's overall cost structure. It also is important to appreciate that the price that consumers pay for music as CDs, downloads or ringtones, etc., is set by the free market of supply and demand.

75. Further, I understand the record labels may propose a percentage of revenue royalty rate for physical products and full downloads. This would be highly disruptive to our business. In particular, the basis on which we pay our songwriters for physical product under our songwriter agreements assumes the existence of a penny rate. Abandoning the penny rate, which has been the basis for the mechanical rate on physical product and full downloads for many years, would create great uncertainty for both us and our songwriters. On the other hand, as discussed above, the three-tier rates the publishers have proposed for limited downloads, interactive streams and ringtones are consistent with existing market understandings, provide certainty by means of a penny rate minimum, and therefore would not disrupt existing market understandings.

VIII. Terms: The Record Labels Are Poor Intermediaries

76. I understand that in addition to setting a royalty rate under Section 115, the CRJs also are responsible for setting licensing terms. Although I understand that the record labels may have a right under Section 115 to sublicense the rights they obtain from the songwriters and publishers for purposes of digital distribution, I think it is important to address the fact that the record labels have proven to be poor intermediaries in the digital context. Under the NDMA's EMI MP has entered into with Sony BMG, Universal and Warner, for instance, these labels are permitted to license compositions owned or administered by EMI MP to third-party services that provide master tones and to account the royalties back to EMI MP. Our experience so far with the labels under these agreements has been frustrating, and difficult. As detailed in an October 16, 2006 report attached as Exhibit 25 to this statement, the labels' reporting frequently is late (e.g., Universal and Warner each were a quarter behind), is not provided in the required electronic format and does not include required detail with respect to the tiered rate structure or the identity of the third-party service involved. In addition, we have not received timely payment, which is

due within 45 days of the quarter close.

REDACTED

77. Similarly, another EMI MP report details label payment shortfalls with respect to the sale of DPDs through services such as iTunes that had accumulated as of the second quarter of 2006. See DPD Royalty Shortfall Analysis, October 11, 2006 ("DPD Shortfall Analysis"), Exhibit 26. The labels license Apple and then are supposed to pay the publishers based on the statutory rate under Section 115. As discussed in the DPD Shortfall Analysis,

REDACTED

78. The labels' failure to make timely payments undermines the purposes of Section 115 and devalues the mechanical royalty. Failure to pay the publishers means the publishers have less money available to pay, support and promote songwriters. Further, given the time value of money, these delays in payment constitute a hidden discount with respect to physical product and even more so for digital product, for which the delays are greater. These delays reduce songwriters' ability and incentive to create music, meaning less music is made available to consumers, a result that directly contradicts the criteria used by the CRJs in setting the mechanical royalty.

79. The fundamental problem appears to be that the labels are not equipped to play the role of middleman in the digital environment. Given that the existing statutory framework permits the record labels to sublicense, however, these reporting and payment shortfalls must be addressed.

80. Further, the difficulties publishers and songwriters have in collecting payment from the labels is not confined to the digital world. With respect to physical product, reserves taken against anticipated returns are used excessively and can delay payment for as much as one year to 18 months. Often times record labels will hold reserves for returns on CDs that have (according to Soundscan) been sold to consumers. I understand the publishers will seek discovery from the labels regarding the use and abuse of reserves in order to formulate a specific proposal to address this issue.

81. In light of these issues, EMI MP supports the strict payment and reporting obligations that would be imposed on the labels under the publishers' proposal and urges the CRJs to adopt them. These proposed requirements include:

(a) Payment. Without affecting any right to terminate a license for failure to report or pay royalties as provided in Section 115(c)(6), late fees shall be assessed at 1.5% per month (or the highest lawful rate, whichever is lower) from the date payment should have been made (the twentieth day of the calendar month following the month of distribution) to the date payment is actually received by the copyright owner. For pass-through licensing, there shall be an automatic 3% assessment on all royalty payments by the licensee to address the fact that the copyright owners would receive payment sooner if the retailer were paying the copyright owners directly (such 3% assessment to be augmented by additional late fees at 1.5% per month if payment by the licensee is otherwise late). A copyright owner shall be entitled to recover from the licensee reasonable attorneys' fees expended to collect past due royalties and late fees.

(b) Applicability of rates. The statutory rate to be applied is the rate in effect as of the date of distribution.

(c) Reserves. In the case of physical product, there is a general failure to comply with, and abuse of, the existing reserve rules (see 37 CFR 201.19) -- to be further confirmed out in the discovery process -- with the effect of substantially decreasing and delaying payments to publishers and songwriters. Subject to our findings in discovery, the copyright owners may

propose the elimination of reserves for physical product or, at a minimum, new rules designed to correct the abuses.

(d) Specific licensing and reporting. Licenses are to be taken by specific configuration (e.g., CD, cassette, DPD, limited DPD, interactive stream, etc.). In addition to any other applicable requirements, reporting must be broken down by specific configuration (i.e., must detail how many units distributed of a particular configuration, and the applicable rate and royalties due for that configuration) and, in the case of pass-through licensing, must be further detailed to indicate the retail outlet through which the distribution was made to the end user.

82. These requirements will compel the labels to upgrade their reporting capabilities and should result in more timely, accurate and complete payment to the publishers and songwriters.

IX. Conclusion

83. As I noted at the outset, all value in the music industry begins with the songwriter and the song he or she creates. All other value in the industry derives from this, including the value of recordings of that song, and the value of products like the iPod and Zune music players that depend on the existence of music to create demand. It therefore is critical to ensure that the songwriter receives adequate compensation to have an incentive to create. Over the past decade, changes in the music industry have increased the value of music significantly, but have reduced the opportunities and value accruing to the songwriter. The value of music, particularly as reflected in market based transactions, clearly exceeds the current statutory mechanical rate, which means that rate must be increased to properly compensate songwriters for their efforts. The rates proposed by the publishers address the shortfall in the current statutory rate and should be sufficient to ensure that songwriters will have the incentive to create and that publishers will have adequate resources to nurture and develop songwriters so that the best of what they create can be experienced and enjoyed by the public. I urge the CRJs to adopt these proposed rates as well as the proposed terms that will ensure that songwriters and publishers realize the full value of these rates.

Exhibit 1 to Faxon Statement

EMI Music Publishing: "A&R Budget" - Global

| (US\$ in 000's) | Fiscal year Ended March 31, | |
|---|-----------------------------|----------|
| | 2006 | 2007(E) |
| Creative Department Personnel Costs | | |
| Creative Department Other Costs | | |
| Occupancy Costs - "A&R" ⁽¹⁾ | | REDACTED |
| Personnel Costs - Business Affairs "A&R" ⁽¹⁾ | | |
| Total "A&R Budget" | | |
| Exchange rate: 1.78 US\$/GBP. | 1.78 | |
| (1) Allocated 25% of Occupancy costs and 50% of Business Affairs costs. | | |
| Source: EMI Music Publishing finance department. | | |

EMI Music Publishing: "A&R Budget" - U.S.

| (US\$ in 000's) | Fiscal year Ended March 31, | |
|---|-----------------------------|----------|
| | 2006 | 2007(E) |
| Creative Personnel Costs | | |
| Creative Other Costs | | |
| Occupancy Costs - "A&R" ⁽¹⁾ | | REDACTED |
| Personnel Costs - Business Affairs "A&R" ⁽¹⁾ | | |
| Total "A&R Budget" | | |
| Exchange rate: 1.78 US\$/GBP. | 1.78 | |
| (1) Allocated 25% of Occupancy costs and 50% of Business Affairs costs. | | |
| Source: EMI Music Publishing finance department. | | |

Exhibit 2 to Faxon Statement

EMI Music Publishing: Advances

| (US\$ in 000's) | Fiscal year Ended March 31, | | | |
|--------------------------------|-----------------------------|------|------|---------|
| | 2004 | 2005 | 2006 | 2007(E) |
| Total Revenues | | | | |
| % growth | | | | |
| Total Overheads ⁽¹⁾ | | | | |
| % growth | | | | |
| Total Advance Payments | | | | |
| % growth | | | | |
| as a % of Revenues | | | | |
| as a % of Overheads | | | | |
| Overheads not included: | | | | |
| Depreciation Expense | | | | |
| % growth | | | | |
| Provision for Advances | | | | |
| % growth | | | | |

REDACTED

Exchange rate: 1.78 US\$/GBP.

(1) Overheads include personnel, occupancy, advertising, fees and other expenses and exclude depreciation and provisions for advances.

Source: EMI Music Publishing finance department.

EXHIBIT CO 0203

MP GLOBAL

| | 2003 | 2004 | 2005 | \$000s Forecast 2006 |
|-------------------------------------|------|------|------|----------------------------|
| Adv - Op Balance-1st April | | | | |
| Adv - Recoup Adv Made During Period | | | | |
| Adv - Recoupments | | | | |
| Adv - Write-offs against Prov | | | | |
| Adv - Other Movements | | | | |
| <u>Advance Royalties - Gross</u> | | | | |

REDACTED

Prov-Op Balance 1st April
Prov-Provision Movement In Year
Prov-Other Movements
Advance Royalties - Provisions

Source: EMI Music Publishing finance department.
11/27/2006 17:36

MP US

| | 2003 | 2004 | 2005 | Forecast 2006 |
|--|-------|------|----------|------------------|
| Adv - Op Balance-1st April | | | | |
| Adv - Recoup Adv Made During Period | | | | |
| Adv - Recoupments | | | | |
| Adv - Write-offs against Prov | | | | |
| Adv - Other Movements | .. | | | |
| Advance Royalties - Gross | | | | |
| | | | REDACTED | |
| Prov-Op Balance 1st April | | | | |
| Prov-Provision Movement in Year | | | | |
| Prov-Other Movements | | | | |
| Advance Royalties - Provisions | | | | |
| Source: EMI Music Publishing finance department. | | | | |
| 11/27/2006 17:35 | | | | |

EXHIBIT CO 0204

EXHIBIT CO 0205

Exhibit 5 to Faxon Statement

EMI Music Publishing: "Marketing and Promotion" Cost - U.S.⁽¹⁾

| (US\$ in 000's) | Fiscal year Ended March 31, | |
|---|-----------------------------|----------|
| | 2006 | 2007(E) |
| Repertoire ⁽²⁾ | | |
| % growth | | |
| Music Resources | | |
| % growth | | |
| Catalogue Promotion | | |
| % growth | | |
| Strategic Marketing | | |
| % growth | | REDACTED |
| Film Soundtrack Division ⁽³⁾ | | |
| % growth | | |
| Creative Services | | |
| % growth | | |
| Creative NY ⁽⁴⁾ | | |
| % growth | | |
| Total "Marketing and Promotion" Cost | | |
| % growth | | |

(1) Includes personnel and overheads.

(2) Repertoire includes demos, promotional records and other costs.

(3) Assumed 50% of Film and Soundtrack division.

(4) Includes marketing department. Assumed 30% of NY creative in FY 2006 and 35% in FY 2007.

Source: EMI Music Publishing finance department.

RESTRICTED – Subject to Protective Order in
Docket No. 2006-3 CRB DPRA

EXHIBIT CO 0210

EXHIBIT CO 0211



2005 Year-End Statistics

1330 Connecticut Avenue, NW, Suite 300, Washington, D.C. 20006
202-776-0101

Manufacturers' Unit Shipments and Retail Dollar Value
(In Millions, net after returns)

Physical

| | 1995 | 1996 | 1997 | 1998 | 1999 | 2000 | 2001 | % CHANGE 2000-2001 | 2002 | % CHANGE 2001-2002 | 2003 | % CHANGE 2002-2003 | 2004 | % CHANGE 2003-2004 | 2005 | % CHANGE 2004-2005 |
|---|---------|---------|----------|----------|----------|----------|----------|-----------------------|----------|-----------------------|----------|-----------------------|----------|-----------------------|----------|-----------------------|
| (Units Shipped) (Dollar Value) CD ¹ | 722.9 | 776.9 | 763.1 | 847.0 | 939.6 | 942.5 | 881.9 | -6.4% | 803.3 | -8.6% | 748.0 | -7.1% | 767.0 | 2.6% | 705.4 | -8.0% |
| | 9,377.4 | 9,934.7 | 9,915.1 | 11,418.0 | 12,816.3 | 13,214.6 | 12,509.4 | -2.3% | 12,044.1 | -4.1% | 11,232.9 | -6.7% | 11,448.6 | 1.9% | 10,620.2 | -5.1% |
| CD Single | 21.5 | 43.2 | 66.7 | 59.0 | 55.9 | 34.2 | 17.3 | -49.4% | 4.5 | -74.1% | 8.3 | 84.6% | 3.1 | -62.2% | 2.6 | -12.1% |
| | 110.9 | 184.1 | 272.7 | 213.2 | 222.4 | 142.7 | 79.4 | -44.4% | 19.6 | -75.4% | 36.0 | 83.6% | 14,982 | -58.4% | 10.9 | -27.0% |
| Cassette | 272.8 | 225.3 | 172.5 | 158.5 | 123.8 | 78.0 | 45.0 | -40.8% | 31.1 | -30.9% | 17.2 | -44.7% | 5.2 | -66.6% | 2.6 | -52.6% |
| | 2,303.6 | 1,805.3 | 1,522.7 | 1,419.9 | 1,061.6 | 628.0 | 353.4 | -41.8% | 209.8 | -42.3% | 109.1 | -46.5% | 23.7 | -78.1% | 13.1 | -44.8% |
| Cassette Single ² | 70.7 | 59.9 | 42.2 | 28.4 | 14.2 | 1.3 | 1.5 | -215.4% | -0.6 | -69.0% | N/A | N/A | N/A | N/A | N/A | N/A |
| | 239.3 | 189.3 | 133.5 | 84.4 | 49.0 | 4.6 | 5.3 | -215.2% | -1.6 | -70.3% | N/A | N/A | N/A | N/A | N/A | N/A |
| LP/EP | 2.2 | 2.9 | 2.7 | 3.4 | 3.9 | 2.2 | 2.3 | 4.6% | 1.7 | -23.7% | 1.5 | -11.5% | 1.36 | -11.9% | 1.02 | -25.0% |
| | 25.1 | 36.8 | 39.3 | 34.0 | 31.8 | 27.7 | 27.4 | -1.1% | 20.5 | -25.2% | 21.7 | 6.0% | 19,289 | -11.3% | 14.2 | -26.2% |
| Vinyl Single | 10.2 | 10.1 | 7.5 | 5.4 | 5.3 | 4.8 | 5.5 | 14.6% | 4.4 | -20.8% | 3.8 | -14.0% | 3.6 | -7.3% | 2.3 | -35.4% |
| | 46.7 | 47.5 | 35.6 | 25.7 | 27.9 | 25.3 | 31.4 | 19.4% | 24.9 | -20.8% | 21.5 | -13.8% | 19.0 | -7.3% | 13.2 | -33.4% |
| Music Video | 12.6 | 18.9 | 18.8 | 27.2 | 19.5 | 15.2 | 17.7 | -2.7% | 14.7 | -17.2% | 19.9 | 35.2% | 32.8 | 65.0% | 33.8 | 3.2% |
| | 220.3 | 236.1 | 323.9 | 508.0 | 376.7 | 281.9 | 329.2 | 15.8% | 288.4 | -12.4% | 399.9 | 38.7% | 807.2 | 51.8% | 602.2 | -20.8% |
| DVD Audio | - | - | - | - | - | - | 0.3 | N/A | 0.4 | 63.6% | 0.4 | 1.2% | 0.3 | -20.5% | 0.5 | 31.8% |
| | - | - | - | - | - | - | 8.0 | N/A | 8.5 | 41.3% | 8.0 | -5.5% | 8.5 | 6.3% | 11.2 | 72.2% |
| SACD | - | - | - | - | - | - | - | - | - | - | 1.3 | N/A | 0.8 | -39.7% | 0.5 | -40.6% |
| | - | - | - | - | - | - | - | - | - | - | 26.3 | N/A | 16.5 | -36.9% | 10.0 | -39.9% |
| DVD Video ³ | - | - | - | 0.6 | 2.5 | 3.3 | 7.8 | 139.4% | 10.7 | 34.5% | 17.5 | 63.3% | 29.0 | 68.0% | 27.8 | -4.1% |
| | - | - | - | 12.2 | 65.3 | 80.3 | 180.7 | 137.5% | 239.3 | 23.8% | 369.8 | 56.4% | 661.0 | 51.6% | 839.8 | 33.8% |
| Total Units | 1112.7 | 1137.2 | 1063.4 | 1123.9 | 1160.6 | 1078.2 | 968.5 | -10.3% | 859.7 | -11.2% | 798.4 | -7.1% | 814.1 | 2.0% | 748.7 | -8.0% |
| Total Value | 12320.3 | 12533.8 | 12235.8 | 13711.2 | 14584.7 | 14323.7 | 13740.9 | -4.1% | 12,814.2 | -8.2% | 11,854.4 | -8.0% | 12,338.1 | 4.1% | 11,901.8 | -3.6% |
| Total Retail Units | - | - | 817.6 | 850.0 | 869.7 | 788.6 | 733.1 | -7.0% | 675.7 | -7.8% | 655.2 | -2.6% | 687.0 | 4.4% | 634.8 | -7.6% |
| Total Retail Value | - | - | 10,785.8 | 12,165.4 | 13,048.0 | 12,705.0 | 12,398.5 | -2.5% | 11,549.0 | -6.6% | 11,053.4 | -4.3% | 11,423.0 | 3.3% | 10,477.5 | -8.3% |

Digital

| | | | | | | | | | | | | | | | | |
|---------------------------|---|---|---|---|---|---|---|---|---|---|---|---|-------|-----|-------|--------|
| Download Single | - | - | - | - | - | - | - | - | - | - | - | - | 139.4 | N/A | 386.9 | 163.3% |
| Download Album | - | - | - | - | - | - | - | - | - | - | - | - | 136.0 | N/A | 363.3 | 163.3% |
| Kiosk ⁴ | - | - | - | - | - | - | - | - | - | - | - | - | 4.6 | N/A | 13.8 | 198.5% |
| | - | - | - | - | - | - | - | - | - | - | - | - | 45.6 | N/A | 135.7 | 198.5% |
| Music Video | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.7 | N/A |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 1.0 | N/A |
| Total Units | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 1.9 | N/A |
| Total Value | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 3.7 | N/A |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 143.9 | 166.2% |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 183.4 | 174.5% |
| Mobile ⁵ | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 170.0 | N/A |
| Subscription ⁶ | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 421.6 | N/A |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 1.3 | N/A |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 149.2 | N/A |

Total Digital & Physical

| | | | | | | | | | | | | | | | | |
|--------------------------|----------|----------|----------|----------|----------|----------|----------|--------|----------|--------|----------|-------|----------|-------|----------|-------|
| Total Units ⁷ | 1,112.7 | 1,137.2 | 1,063.4 | 1,123.9 | 1,160.6 | 1,078.2 | 968.5 | -10.3% | 859.7 | -11.2% | 798.4 | -7.1% | 814.1 | 20.0% | 1,301.8 | 35.9% |
| Total Value | 12,320.3 | 12,533.8 | 12,235.8 | 13,711.2 | 14,584.7 | 14,323.7 | 13,740.9 | -4.1% | 12,814.2 | -8.2% | 11,854.4 | -8.0% | 12,338.1 | 4.1% | 12,269.5 | -0.6% |

Retail value is value of shipments at recommended or estimated list price

Permission to cite or copy these statistics is hereby granted, as long as proper attribution is given to the Recording Industry Association of America.

¹ Includes DualDisc

² RIAA's reports will no longer reflect shipments of cassette singles

³ While broken out for this chart, DVD Video Product is included in the Music Video totals

⁴ Includes Singles and Albums

⁵ Includes Master Ringlines, Ringbacks, Music Videos, Full Length Downloads, and Other Mobile

⁶ Weighted Annual Average

⁷ Units does not include subscriptions

EXHIBIT CO 0218

CHART OF ECONOMIC TERMS OF EMI LICENSES

| <u>Licensee</u> | <u>Products Licensed</u> | <u>Effective Date</u> | <u>Term</u> | <u>Territory</u> | <u>Advance</u> | <u>Fixing Fee</u> | <u>Royalty</u> |
|------------------------------|--------------------------|-----------------------|-----------------------------------|---|-----------------------|-------------------------------|---|
| Zingy, Inc. | Ringtones | 09/05/2001 | 10/01/2001 Until 10/01/2002 | U.S. and Canada | \$10,000 | None | 10% of advertised selling price, minimum 10¢ |
| Warner Strategic Marketing | Enhanced Ringtones | 01/01/2002 | 01/01/2002 Until 10/29/2005 | U.S. and Canada | \$250 per ringtone | \$25 per ringtone template | 10% of retail sales price, minimum 20¢ |
| Advanced Telecom Services | Ringtones | 02/01/2002 | 02/01/2002 Until 02/01/2003 | U.S., its territories and possessions (including Puerto Rico) and Canada | \$5,000 | 10¢ per ringtone template | 10¢ for each ringtone downloaded by consumers |
| Cellus USA, Inc. | Ringtones | 03/18/2002 | 04/19/2002 Until 04/18/2003 | U.S. and Canada | \$5,000 | None | 10% of retail sales price, minimum 10¢ If ringtone is delivered via a 1- 900 number which results in Licensee receiving less than the full amount that is charged for the consumer for said download, 10% of Licensee's net receipts, minimum 10¢ |
| MIDIRingtones, LLC | Ringtones | 03/31/2002 | 03/31/2002 Until 03/30/2003 | U.S. and Canada | \$7,500 | None | 10% of retail sales price, minimum 10¢ |

| <u>Licensee</u> | <u>Products Licensed</u> | <u>Effective Date</u> | <u>Term</u> | <u>Territory</u> | <u>Advance</u> | <u>Fixing Fee</u> | <u>Royalty</u> |
|--|--------------------------|-------------------------------|--|--|----------------|---------------------------------|---|
| Faith West, Inc. | Ringtones | 05/29/2002 | 05/29/2002 Until 05/28/2003 | U.S. | \$2,500 | \$25 for each ringtone template | 10% of retail sales price, minimum 10¢ |
| Premium Wireless Services USA, Inc. d/b/a Moviso | Ringtones | 06/01/2002 | 05/31/2002 Until 05/30/2003 | U.S. and Canada | \$10,000 | None | 10% of retail sales price, minimum 10¢ |
| Faith West, Inc. | Enhanced ringtones | 12/01/2002 | 12/01/2002 Until 11/30/2004 | U.S. and Canada | None | None | 10% of retail sales price, minimum 20¢ |
| MIDIRingtones, LLC | Ringtones | Amendment dated 12/05/2002 | 03/31/2002 Until 03/30/2007 | U.S. and Canada | None | None | 10% of retail sales price, minimum 10¢ |
| Advanced Telecom Services | Ringtones | Amendment dated 12/19/2002 | 02/01/2006 Until 01/30/2008 | U.S., its territories and possessions (including Puerto Rico) and Canada | None | 10¢ per ringtone template | 10¢ for each ringtone downloaded by consumers |
| 3GUpload.com, Inc. | Ringtones | 01/01/2003 | 01/01/2003 Until 12/31/2004 | U.S. and Canada | \$5,000 | \$25 per ringtone template | 12% of retail sales price, minimum 12¢ |
| 9 Squared Inc. | Ringtones | 01/01/2003 | 01/01/2003 Until 12/31/2005 | U.S. and Canada | \$2,500 | None | 10% of retail sales price, minimum 10¢ |
| Kanematsu USA, Inc. | Ringtones | 02/26/2003 | Date of first availability or 03/01/2003 Until 02/28/2006 | U.S. | \$5,000 | None | 10% of retail sales price, minimum 10¢ |

| <u>Licensee</u> | <u>Products Licensed</u> | <u>Effective Date</u> | <u>Term</u> | <u>Territory</u> | <u>Advance</u> | <u>Fixing Fee</u> | <u>Royalty</u> |
|------------------------------------|--------------------------|----------------------------|---|---|-----------------|---|--|
| Wireless Latin Entertainment | Ringtones | 03/13/2003 | 05/01/2003 Until 04/30/2006 | U.S. | None | \$25 for each ringtone template | 10% of retail sales price, minimum 10¢ |
| Opera Telecom, Inc. | Ringtones | 06/18/2003 | 07/01/2003 Until 06/30/2005 | U.S. and Canada | None | \$25 for each ringtone template and \$1,250, an amount equal to the upload fee for the first 50 ringtones | 10% of retail sales price, minimum 10¢ |
| Improvista Interactive Music, Inc. | Ringtones | 07/01/2003 | 07/01/2003 Until 06/30/2006 | U.S. | \$1,500 | 10¢ for each ringtone template | 10% of retail sales price, minimum 10¢ |
| Yamaha Music Interactive, Inc. | Ringtones | 08/01/2003 | 08/01/2003 Until 07/31/2006 | U.S. and Canada | REDACTED | | |
| Kanematsu USA, Inc. | Ringtones | Amendment dated 09/17/2003 | Date of first availability or 03/01/2003 Until 02/28/2006 | U.S., Canada, Mexico, the countries comprising the Caribbean Islands, the countries comprising Central America and the countries comprising South America | None | None | 10% of retail sales price, minimum 10¢ |

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|-----------------------------------|--------------------------|----------------------------|--|---|----------------|---------------------------------|--|
| Wireless Latin Entertainment | Ringtones | Amendment dated 09/24/2003 | 09/29/2003 Until 09/28/2004 (new countries only) | U.S., Mexico, the countries comprising Central America and the countries comprising South America | None | \$25 for each ringtone template | 10% of retail sales price, minimum 10¢ |
| Namco America, Inc. | Ringtones | 09/30/2003 | 10/15/2003 Until 10/14/2004 | U.S. | \$5,000 | None | 10% of retail sales price, minimum 10¢ |
| Sony Music (f/k/a Runtones, Inc.) | Ringtones | 10/08/2003 | 10/08/2003 Until 10/08/2006 | U.S. and Canada | \$5,000 | None | 10% of retail sales price, minimum 10¢ |
| 9 Squared Inc. | Ringtones | Amendment dated 10/22/2003 | 01/01/2003 Until 12/31/2005 | U.S. and Canada | None | None | 10% of retail sales price, minimum 10¢ |
| Yamaha Music Interactive, Inc. | Ringtones | Amendment Dated 05/13/04 | 08/01/2003 Until 07/31/2008 | U.S. and Canada | REDACTED | | |

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|---------------------------------------|--------------------------|-----------------------------------|---|--|----------------|---------------------------------|--|
| Wireless Latin Entertainment | Ringtones | Second Amendment dated 06/01/2004 | 07/01/2004 Until 12/31/2004 (all countries except U.S), Parties may automatically renew every 6 months until 04/30/2006 | U.S., Mexico, the countries comprising Central America, the countries comprising South America, Malaysia, Taiwan, the Philippines and India | None | \$25 for each ringtone template | 10% of retail sales price, minimum 10¢ |
| Kanematsu USA, Inc. | Ringtones | Second Amendment dated 07/01/2004 | 07/01/2004 Until 07/01/2005 in India | U.S., Canada, Mexico, the countries comprising the Caribbean Islands, the countries comprising Central America, the countries comprising South America and India | None | None | 10% of retail sales price, minimum 10¢ |
| M-Qube, Inc. and M-Qube, Canada, Inc. | Ringtones | 07/23/2004 | 07/23/2004 Until 07/23/2005 | U.S. and Canada | \$7,500 | None | 12% of retail sales price, minimum 12¢ |
| Downplay, Inc. | Ringtones | 08/19/2004 | 08/19/2004 Until 08/18/2005 | U.S. and Canada | \$5,000 | \$25 per composition | 10% of retail sales price, minimum 10¢ |

| <u>Licensee</u> | <u>Products Licensed</u> | <u>Effective Date</u> | <u>Term</u> | <u>Territory</u> | <u>Advance</u> | <u>Fixing Fee</u> | <u>Royalty</u> |
|--------------------------------|---------------------------|-----------------------|---|---|----------------|-------------------|---|
| Ampay, Ltd. | Ringtones and Mastertones | 08/31/2004 | 09/01/2004 Until 08/31/2005 | U.S. and Canada | \$2,500 | None | 10% of retail sales price, minimum 11¢ for ringtones, 10% of retail sales price, minimum 15¢ for mastertones |
| Lagardere Active North America | Ringtones and mastertones | 09/07/2004 | 09/02/2004 Until 09/06/2005 | U.S. and Canada | \$1,000 | None | 10% of retail sales price, minimum 12¢ for ringtones, 15¢ for mastertones |
| Opera Telecom, Inc. | Mastertones | 10/12/2004 | 07/01/2003 Until 06/30/2005 | U.S. and Canada | None | None | 10% of retail sales price, minimum 15¢ |
| DMD Mobile Holding, Inc. | Ringtones | 10/15/2004 | Date of first availability or 11/01/2004 Until 10/31/2005 | U.S. | \$2,000 | None | 10% of retail sales price, minimum 10¢ |
| Mycoolmobileringtones.com | Ringtones and Mastertones | 11/05/2004 | 11/05/2005 Until 11/04/2006 for Mastertones and 11/05/2005 Until 11/04/2012 for Ringtones | U.S., its territories and possessions (including Puerto Rico) and Canada | REDACTED | | |

| <u>Licensee</u> | <u>Products Licensed</u> | <u>Effective Date</u> | <u>Term</u> | <u>Territory</u> | <u>Advance</u> | <u>Fixing Fee</u> | <u>Royalty</u> |
|--------------------------------|---------------------------|----------------------------|---|--|----------------|-------------------|--|
| 762 Corporation | Ringtones | 11/09/2004 | Date of first availability or 11/01/2004 Until 10/31/2005 | U.S. | \$2,000 | None | 10% of retail sales price, minimum 10¢ |
| VP Mobile (f/k/a 3GUpload.com) | Ringtones | Amendment dated 11/16/2004 | 01/01/2005 Until 12/31/2006 | U.S. and Canada | None | None | 12% of retail sales price, minimum 12¢ |
| Conectum USA, Inc. | Ringtones and Mastertones | 12/01/2004 | 12/01/2004 Until 11/30/2005 | U.S., Canada, the Caribbean, Mexico, Panama and the countries comprising Central and South America | None | None | 10% of retail sales price, minimum 10¢ for ringtones; 10% of retail sales price, minimum 12¢ for mastertones |
| Emphasis Digital, LLC | Ringtones | 12/06/2004 | 12/06/2004 Until 12/31/2005 | U.S. and Canada | \$5,000 | None | 10% of retail sales price, minimum 10¢ |
| Mobile Lifestyles, Inc. | Ringtones | 12/06/2004 | 12/06/2004 Until 10/31/2005 | U.S. | \$10,000 | None | 13% of retail sales price, minimum 13¢ |

| <u>Licensee</u> | <u>Products Licensed</u> | <u>Effective Date</u> | <u>Term</u> | <u>Territory</u> | <u>Advance</u> | <u>Fixing Fee</u> | <u>Royalty</u> |
|----------------------|---------------------------|-----------------------|-----------------------------------|---|----------------|----------------------|--|
| Mobile Streams, Inc. | Ringback | 01/15/2005 | 01/15/2005 Until 01/14/2006 | U.S., its territories and possessions (including Puerto Rico), Canada, Chile, Argentina, Mexico, Uruguay, Columbia, Peru, Paraguay, Venezuela and Ecuador | None | \$25 per composition | The greater of 10% of the retail sales price or 20¢ |
| Mobile Streams, Inc. | Ringtones and Mastertones | 01/15/2005 | 01/15/2005 Until 01/14/2006 | U.S., its territories and possessions (including Puerto Rico), Canada, Chile, Argentina, Mexico, Uruguay, Columbia, Peru, Paraguay, Venezuela and Ecuador | None | \$25 per composition | 10% of retail sales price, minimum 13¢ for ringtones 10% of retail sales price, minimum 20¢ for mastertones |
| USArtPhone Inc. | Ringtones | 04/12/2005 | 04/12/2005 Until 04/11/2006 | U.S., its territories and possessions, and Canada | \$5,000 | \$25 per composition | 12% of retail sales price, minimum 12¢ |
| MP3G.com | Ringtones and Mastertones | 04/15/2005 | 04/30/2005 Until 03/31/2006 | U.S., its territories and possessions (including Puerto Rico) and Canada | \$5,000 | None | 10% of retail sales price, minimum 11¢ for ringtones 10% of retail sales price, minimum 25¢ for mastertones |

| <u>Licensee</u> | <u>Products Licensed</u> | <u>Effective Date</u> | <u>Term</u> | <u>Territory</u> | <u>Advance</u> | <u>Fixing Fee</u> | <u>Royalty</u> |
|--------------------------------------|---------------------------|-------------------------|-----------------------------------|--|----------------|----------------------|--|
| Hudson Entertainment, Inc. | Ringtones and Mastertones | 06/01/2005 | 06/01/2005 Until 05/31/2006 | U.S., its territories and possessions (including Puerto Rico) and Canada | \$5,000 | \$25 per composition | 10% of retail sales price, minimum 10¢ for ringtones 10% of retail sales price, minimum 15¢ for mastertones |
| Opera Telecom, Inc. | Ringtones and Mastertones | Amendment 07/01/2005 | 07/01/2003 Until 06/30/2007 | U.S., its territories and possessions, including Puerto Rico, and Canada | None | \$25 | 10% of retail sales price, minimum 10¢ for ringtones 10% of retail sales price, minimum 15¢ for mastertones |
| LaNetro USA Corporation | Ringtones and Mastertones | 07/04/2005 | 07/14/2005 Until 07/13/2006 | U.S., its territories and possessions (including Puerto Rico) | \$5,000 | \$25 per composition | 10% of retail sales price, minimum 10¢ for ringtones 10% of retail sales price, minimum 15¢ for mastertones |
| Acotell USA, Inc. | Ringtones | 08/02/2005 | 08/02/2005 Until 08/01/2006 | U.S. | \$7,500 | None | 10% of retail sales price, minimum 10¢ |
| Up-Mobile | Ringtones and Mastertones | 8/29/2005 | 09/15/2005 Until 9/14/2006 | U.S., its territories and possessions (including Puerto Rico) and Canada | \$10,000 | \$25 per composition | 10% of retail sales price, minimum 10¢ for ringtones 12% of retail sales price, minimum 15¢ for mastertones |
| The Orchard Enterprises | Mastertones | 09/01/2005 | 09/30/2005 Until 09/29/2006 | U.S., its territories and possessions (including Puerto Rico) and Canada | \$2,500 | \$25 per composition | 12% of retail sales price, minimum 12.5¢ |
| Lagardere Active North America, Inc. | Ringtones and Mastertones | 09/06/2005 | 09/07/2005 Until 09/06/2006 | U.S., its territories and possessions (including Puerto Rico) and Canada | \$1,000 | None | 10% of retail sales price, minimum 12¢ for ringtones 10% of retail sales price, minimum 15¢ for mastertones |

| <u>Licensee</u> | <u>Products Licensed</u> | <u>Effective Date</u> | <u>Term</u> | <u>Territory</u> | <u>Advance</u> | <u>Fixing Fee</u> | <u>Royalty</u> |
|---------------------------|---------------------------|--------------------------------|-----------------------------------|--|----------------|----------------------|--|
| Encore, Inc. | Ringtones | 11/01/2005 | 11/01/2005 Until 10/31/2006 | U.S., its territories and possessions (Including Puerto Rico) and Canada | \$7,500 | None | The greater of 10% of the retail selling price or 12.5¢ |
| Mobile Lifestyles, Inc. | Ringtones | Amendment effective 11/01/2005 | 12/06/2004 Until 10/31/2006 | U.S. | None | None | 13% of retail sales price, minimum 13¢ |
| Mobliss, Inc. | Ringtones | 11/01/2005 | 05/15/2005 Until 05/14/2006 | U.S., its territories and possessions (Including Puerto Rico) and Canada | \$2,500 | None | 10% of retail sales price, minimum 12¢ |
| Zapptrio | Ringtones | 11/01/2005 | 10/01/2005 Until 09/30/2006 | U.S., its territories and possessions (Including Puerto Rico) | None | \$25 per composition | 10% of retail sales price, minimum 10¢ |
| Conectium USA, Inc. | Ringtones and Mastertones | Amendment dated 12/01/2005 | 12/01/2005 Until 11/30/2006 | U.S., Canada, the Caribbean, Mexico, Panama and the countries comprising Central and South America | None | None | 10% of retail sales price, minimum 10¢ for ringtones; 10% of retail sales price, minimum 12¢ for mastertones |
| Wireless Developer Agency | Ringtones and Mastertones | 12/01/2005 | 12/01/2005 Until 11/30/2006 | U.S., its territories and possession (Including Puerto Rico) | \$7,500 | None | 12% of retail sales price, minimum 14¢ for ringtones 12% of retail sales price, minimum 14¢ for mastertones |

| <u>Licensee</u> | <u>Products Licensed</u> | <u>Effective Date</u> | <u>Term</u> | <u>Territory</u> | <u>Advance</u> | <u>Fixing Fee</u> | <u>Royalty</u> |
|---|---------------------------|---------------------------|-----------------------------|--|----------------|----------------------|--|
| Buongiorno USA Inc. | Ringtones and Mastertones | 12/20/2005 | 12/20/2005 Until 12/19/2006 | U.S., its territories and possessions (Including Puerto Rico) | \$5,000 | None | 10% of retail sales price, minimum 12¢ for ringtones 12% of retail sales price, 15¢ minimum for mastertones |
| Advanced Internet, Inc. (f/k/a Advanced Telecom Services) | Ringtones | Addendum dated 03/21/2006 | | | | | |
| Cellpoint Connect | Ringtones and Mastertones | 04/01/2006 | 04/01/2006 Until 03/31/2007 | U.S., its territories and possessions (Including Puerto Rico) and Canada | \$3,500 | \$20 per composition | 20% of Licensee's receipts for the EMI Tone 10% of retail sales price, minimum of 15¢ for ringtones which are not mastertones 12% of retail sales price, minimum 20¢ for all other tones |
| DADAMobile, Inc. | Ringtones | 04/01/2006 | 04/01/2006 Until 03/31/2007 | U.S. and Canada | None | None | 10% of retail sales price, minimum 12.5¢ |
| 3gforfree.com | Ringtones | 06/13/2006 | 06/13/2006 Until 06/12/2007 | U.S., its territories and possessions and Canada | \$50,000 | None | 12% of retail sales price, minimum 12.5¢ |

Ringtone License

THIS AGREEMENT (the "Agreement") is made May 30, 2002, effective September 5, 2001 ("Effective Date"), by and between Zingy, Inc. ("Licensee"), 25 Broad Street, Suite #6E, New York, NY 10004, and EMI Entertainment World, Inc., 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI Entertainment World, Inc. is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "EMI"); and

WHEREAS, Licensee desires to obtain and EMI desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

- (a) "Affiliate" means any Person or party that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person or party specified.
- (b) "Approved Composition" means a Composition (as defined below) which has been cleared and/or approved by EMI for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by EMI's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone. For clarification purposes, in no event shall an EMI Ringtone featuring a Composition be offered or otherwise exploited in any way by Licensee unless and until said Composition has been deemed an Approved Composition by virtue of its inclusion on the attached Schedule B or by EMI's execution of an Addendum containing said Composition.
- (c) "Composition" means a musical composition which is owned and/or controlled by EMI, in whole or in part, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by EMI or by the Songwriters' Agreements for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by EMI only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by EMI.
- (d) "Dollars" and "Cents" mean United States Dollars and Cents.
- (e) "Download," means any successful transmission(s) or distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.
- (f) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise distributed to consumers (including without limitation to said consumers' Wireless Device).
- (g) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.
- (h) "Excluded Compositions" — Compositions which shall not be Approved Compositions, in accordance with paragraph 2(d) of this License.

(i) "Musical composition" means a combination of melody and rhythm, which may utilize lyrics in synchronization therewith; provided however, the parties hereto acknowledge and agree that EMI Ringtones shall contain no lyrics whatsoever.

(j) "Network" means the Website (as defined below), any of Licensee's proprietary telephone access numbers established by Licensee through which EMI Ringtones will be made available to consumers, and Approved Third Party Websites (as defined below) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels limited to Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall include a file encryption format that will prevent an EMI Ringtone encrypted in such format to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(k) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(l) "Ringtone" means an electronic code, in multiple formats adaptable to the various Wireless Devices available on the market during the Term, which will cause a Wireless Device to announce the reception of an incoming telephone call by playing a pre-determined monophonic or polyphonic instrumental melodic sequence of a musical composition.

(m) "Royalty" means the amount payable hereunder by Licensee to EMI with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(n) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Website or through an Approved Third Party Website without first being served from and through the Server.

(o) "Songwriter Agreement(s)" shall mean those agreements pursuant to which EMI has acquired rights with respect to any Composition.

(p) "Third Party Website" means a third party's proprietary website from which Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Third Party Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Third Party Website(s). Once EMI has received and counter-executed said Addendum, the Third Party Website(s) listed therein shall be deemed approved by EMI ("Approved Third Party Website(s)"). No submitted Third Party Website shall qualify as an Approved Third Party Website until such time, if any, as EMI approves in writing.

(q) "Website" means Licensee's proprietary Website on the Internet having a URL of <http://www.zingy.com>.

(r) "Wireless Device" means a mobile telephone.

(s) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions and Approval of EMI Ringtones

(a) EMI has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify EMI of said requested Compositions, and EMI will use commercially reasonable efforts to clear the requested Compositions. If EMI shall be able to clear such requested Composition, it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to EMI. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, EMI has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Promptly following Licensee's creation of an EMI Ringtone from an Approved Composition, Licensee shall furnish to EMI a copy of the template for such EMI Ringtone, along with an audio-only ".wav" file for listening, all in accordance with the delivery method set forth on attached Schedule E. Licensee may simultaneously begin selling said EMI Ringtone, provided however, that in the event that EMI does not approve a particular EMI Ringtone, it will notify Licensee and consult with Licensee in good faith with respect to the creation of an acceptable EMI Ringtone from the Approved Composition concerned.

(d) EMI reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, Carole King, John Mellencamp, Rod Stewart, James Taylor and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Rolling Stones, Red Hot Chili Peppers and Tool, are not available.

(e) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within ten (10) business days from its receipt of a notice from EMI requesting such removal.

(f) Licensee shall make reasonable efforts to create polyphonic Ringtones concurrently with the introduction of polyphonic Wireless Devices.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the Advance and applicable Royalties for the rights granted herein, EMI hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and EMI shall have the approval right set forth in paragraph 2(c).

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device); and

(iii) Subject to paragraph 8 below, to "stream" up to fifteen (0:15) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for demonstration or auditioning purposes only, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement may be terminated under the provisions of Section 14(b) of this Agreement.

(ii) EMI does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with EMI (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from EMI.

(c) (i) Each EMI Ringtone created by Licensee during the Term shall, from its inception, be a "work-made-for-hire" for EMI. As the owner of the EMI Ringtone, EMI shall have the right with respect to each such EMI Ringtone, to exploit each EMI Ringtone in any way EMI deems appropriate, including without limitation, licensing, selling, performing, broadcasting and promoting each EMI Ringtone, or making reproductions of each EMI Ringtone for use by EMI's licensees. Licensee shall furnish EMI with EMI Ringtones in a format reasonably requested by EMI.

(ii) Promptly following Licensee's creation of an EMI Ringtone, in accordance with the delivery method set forth on the attached Schedule E, Licensee shall furnish to EMI a copy of the template for such EMI Ringtone and an audio-only "wav" file for listening, each to be identified by the song title and the EMI song code (for the Composition embodied by such EMI Ringtone).

(iii) Licensee agrees to provide reasonable assistance to EMI for resolving any technological problems or barriers that would impede the delivery of the EMI Ringtones by Licensee to EMI in accordance with subparagraph (c)(ii) above.

(iv) Licensee shall use its best efforts to ensure that the EMI Ringtones, as delivered to EMI, are free of any and all "time bombs", "worms", computer viruses, copy protect mechanisms or any features which may disable the EMI Ringtones or render it incapable of operation (whether after a certain time, after transfer to another central processing unit, or otherwise).

(v) Notwithstanding the foregoing, EMI shall not permit the use of any EMI Ringtone created by Licensee hereunder by any other licensee of EMI Ringtones in the Territory until fourteen (14) days following EMI's receipt from Licensee of the particular EMI Ringtone.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

The "Term" shall be one (1) year, commencing October 1, 2001 and terminating October 1, 2002 (the "Expiration Date"). Licensee will notify EMI when an EMI Ringtone approved pursuant to paragraph 2(c) is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Royalties

(a) As used herein, "EMI's Prorata Share" shall mean that proportion of EMI's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, Licensee shall pay to EMI a non-returnable, recoupable "Advance" of Ten Thousand (\$10,000.00) Dollars, which shall be paid upon execution of this Agreement.

(c) For each calendar quarter during the Term, Licensee shall pay EMI, EMI's Prorata Share of, an amount equal to ten (10%) percent of the advertised selling price of each Download Sold to a consumer, with a minimum royalty for each Download Sold of Ten (US\$.10) Cents. In the event that Licensee offers EMI Ringtones in a form other than individually (e.g., said EMI Ringtone is only available with a package for which a fee must be paid) EMI and Licensee shall negotiate in good faith to set a royalty which negotiations shall take into consideration then current custom and practice in the industry.

(d) Upon recoupment of the Advance set forth in subparagraph (b) by the Royalties generated as set forth in subparagraph (c), Licensee shall pay to EMI Royalties as set forth in subparagraph (c). Licensee shall account to EMI at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition or to the publisher of a musical composition to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to EMI hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to EMI an amount equal to such Compensation in excess of the compensation or consideration to be paid to EMI hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by EMI, the Excess shall be based upon and shall reflect EMI's pro-rata share of the Approved Composition. Upon request, Licensee shall supply to EMI copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or any other musical composition to Licensee.

7. Accounting

(a) Licensee shall pay Upload Fees and Royalties and account to EMI on a quarterly basis, and said payments/accountings shall be accompanied by statements (which must be provided electronically, if so requested by EMI), indicating, on a country-by-country, EMI Composition-by-EMI Composition, and Website-by-Website (i.e. statements to include both the Website and all Approved Third Party Websites) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide EMI with online access to non-personally identifiable data collected from real-time monitoring of the Network which data shall include, without limitation, information to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to EMI. EMI, by its designated representative, shall have the right, once during any twelve (12) month period during the Term, and no more than once during any twelve (12) month period after the Term, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with EMI's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due

to EMI, Licensee shall immediately pay to EMI the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to EMI by ten (10%) percent or more, Licensee shall pay to EMI the amount by which royalties have been understated and shall reimburse EMI for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by EMI on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, EMI shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting EMI's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to EMI and (ii) Licensee shall reimburse EMI, within five (5) days from receipt of its invoice, for EMI's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to EMI with respect to royalties which accrue to EMI in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers of Canada ("SOCAN") in and for Canada.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI and SOCAN is subject to clearance of the performing right either from EMI, ASCAP, BMI, SOCAN or from any other licensor acting for or on behalf of EMI. If said license is to be secured from EMI, EMI agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. EMI reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or EMI into public disrepute or reflect adversely on the Composition, the composers thereof, or EMI. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) use the lyric of an Approved Composition, (iii) parody the music of an Approved Composition, (iv) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or include any Approved Composition in any audio-visual work, including without limitation in commercials, (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (viii) use any Composition that is not a Approved Composition in any way, or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names; previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network.

10. Warranties and Representations/Indemnity

(a) EMI warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. EMI hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by EMI of any of its warranties or representations hereunder. In no event shall the total liability of EMI in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by EMI in connection with the licensing of said Approved Composition. Licensee will give EMI prompt notice of any claim and EMI will have the right to assume the defense thereof at EMI's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by EMI.

(d) Licensee agrees to fully indemnify EMI and hold EMI (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including

without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by EMI, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse EMI on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against EMI or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). EMI will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to EMI and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from EMI or any of EMI's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable EMI freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of EMI hereunder.

(b) Without limiting or affecting the rights or remedies which EMI may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, EMI will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to EMI.

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to EMI. All notices and/or payments hereunder required to be made to EMI shall be sent to EMI at the following address or to such other address as EMI may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Licensee: Zingy, Inc.
25 Broad Street, Suite #6C
New York, NY 10004
Attention: Fabrice Grinda

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of EMI, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI or which is in partnership with EMI; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's stock and/or assets or with whom EMI may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by EMI or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 

An authorized signatory

Zingy, Inc.

By: 

An authorized signatory

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

SCHEDULE B

[LIST OF APPROVED COMPOSITIONS]

EMI/Zingy Schedule "B"

| EMI song code | EMI % | Zingy song code | Title | Writers | Artist | |
|---------------|---------|-----------------|--------------------------------|--|-----------------------------|---------|
| 21221 | 100.00% | 00999 | 99 Luft Balloons | Peterson/Karges | Anonymous | |
| 23126 | 37.50% | 00692 | A Team | Post/Carpenter | Anonymous | |
| 23126 | 37.50% | 02363 | A Team | Post/Carpenter | Anonymous | |
| 495913 | 100.00% | 02415 | A Woman's Worth | Augello-Cook/Rose | Alica Keyes | |
| 388940 | 100.00% | 01071 | Adam's Song | Delonge/Hoppus | blink 182 | |
| 513203 | 60.00% | 02430 | Ain't It Funny | Harvey/Mack | Jennifer Lopez | |
| 388936 | 100.00% | 01680 | Aliens Exst | Delonge/Hoppus | Blink 182 | |
| 493601 | 25.00% | 00654 | All For You | Harris/Lewis/Jackson/Garfield/Romani/Malvasi | Janet Jackson | |
| 493601 | 25.00% | 01487 | All For You | Harris/Lewis/Jackson/Garfield/Romani/Malvasi | Janet Jackson | |
| 322349 | 100.00% | 00656 | All My Life | Hailey/Bennett | Anonymous | |
| 322349 | 100.00% | 00850 | All My Life 3 | Hailey/Bennett | Anonymous | |
| 440565 | 66.67% | 01626 | Always Come Back For Your Love | Rustan/Hermansen/Eriksen | Samantha Mumba | |
| | | | | | | removed |
| | | | | | | removed |
| 361712 | 100.00% | 01710 | Apple Shampoo | Delonge/Hoppus | Blink 182 | |
| 312518 | 100.00% | 01745 | Artchool Girlfriend | Weiland/DeLeo/DeLeo/Kretz | Stone Temple Pilots | |
| 500201 | 30.00% | 02078 | Bad Boy for life | Curry/Goss/Ross/Fisher/Wesley | P Diddy | |
| 92910 | 33.33% | 01715 | Bad Medicine | Child/Samboria/Bon Jovi | Bon Jovi | |
| 215472 | 100.00% | 01738 | Bark At The Moon | Osbourne | Ozzy Osbourne | |
| 75842 | 100.00% | 00718 | Batman | Hefti | God Rest Ye Merry Gentlemen | |
| 106669 | 100.00% | 02364 | Bewitched | Keller/Greenfield | Anonymous | |
| 312514 | 100.00% | 01746 | Big Bang | Weiland/DeLeo/DeLeo/Kretz | Stone Temple Pilots | |
| 202980 | 100.00% | 01743 | Big Bottoms | Guest/Mckean/Reiner/Shearer | Spinal Tap | |
| 442134 | 42.00% | 00831 | Big Pimpin | Carter/Mosley/Joshua | Anonymous | |
| 390779 | 20.00% | 00227 | Bills, Bills, Bills | Lockett/Burnuss | Destiny's Child | |
| 376130 | 100.00% | 00301 | Black Balloon | Rzeznik | Goo Goo Dolls | |
| | | | | | | removed |
| 444661 | 100.00% | 00247 | Blue (Da Ba Dee) | Lobina/Randone/Gabutti | Eiffel 65 | |
| 147152 | 100.00% | 00382 | Bohemian Rhapsody | Mercury | Queen | |
| | | | | | | removed |
| 363577 | 40.00% | 00124 | Bootie Call | Gordon/Lewis | All Saints | |
| 496473 | 12.50% | 01456 | Bootylicious | Moore/Fusari/Knowles/Nicks | Destiny's Child | |

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|--------|---------|-------|--------------------------------------|---|----------------------------|---------|
| 365963 | 67.00% | 00182 | Boy Is Mine | Daniels/Jerkins/Norwood/ Jerkins/Tejeda | Brandy | |
| 213789 | 100.00% | 01833 | Bring On The Night | Sting | Police | |
| 390795 | 35.00% | 00228 | Bug A Boo | Burruss/Briggs/Knowles/ Rowland/Luckett/Roberson | Destiny's Child | |
| 359035 | 100.00% | 01844 | Burbon Street | Sting | Sting | |
| 399117 | 100.00% | 00411 | Can't Get Enough Of You Baby | Linzer/Randell | Smashmouth | |
| 399117 | 100.00% | 01149 | Can't Get Enough Of You Baby 2 | Linzer/Randell | Anonymous | |
| 480380 | 50.00% | 02080 | Can't Get U Out Of My Head | Dennis/Davis | Kylie Minogue | |
| 213323 | 100.00% | 01834 | Can't Stand Losing You | Sting | Police | |
| 399283 | 50.00% | 00885 | Can't Take My Eyes Off Of You | Crewe/Gaudio | Anonymous | |
| 399283 | 50.00% | 00331 | Can't Take My Eyes Off Of You | Crewe/Gaudio | Lauryn Hill | |
| 273054 | 75.00% | 00459 | Cantaloop | Simpson/Wilkinson/Kelly/ Hancock | US3 | |
| 185570 | 100.00% | 02366 | Charlie's Angels | Elliott/Ferguson | Anonymous | |
| 74882 | 100.00% | 02367 | Chips | Parker | Anonymous | |
| 472019 | 75.00% | 01478 | Clint Eastwood | Albarn/Jones/Hewlett | Gorillaz | |
| | | | | | | removed |
| | | | | | | removed |
| 108630 | 80.00% | 00231 | Come On Eileen | Rowland/Patterson/Adams | Dexy's Midnight Runners | |
| 256504 | 100.00% | 02034 | Crackerman | Weiland/DeLeo/DeLeo/Kret z | Stone Temple Pilots | |
| 296260 | 33.33% | 00425 | Creep | Austin | TLC | removed |
| 296260 | 33.00% | 02039 | Creep | Weiland/DeLeo/DeLeo/Kret z | Stone Temple Pilots | |
| | | | | | | removed |
| 361706 | 100.00% | 00487 | Dammit | Delonge/Hoppus | Anonymous | |
| 361706 | 100.00% | 01910 | Dammit | Delonge/Hoppus | Blink 182 | |
| 207542 | 25.00% | 00634 | Dancing Queen | Anderson/Anderson/ Ulvaeus | Anonymous | |
| 207542 | 25.00% | 00110 | Dancing Queen 2 | Anderson/Anderson/ Ulvaeus | Abba | |
| 380923 | 15.00% | 00431 | Daydreamin | Jerkins/Daniels/Jerkins/Bec ker/ Fagen | Tatyana Ali | |
| 256496 | 100.00% | 02040 | Dead And Bloated | Weiland/DeLeo/DeLeo/Kret z | Stone Temple Pilots | |
| 387964 | 30.00% | 00426 | Dear Lie | Watkins/Edmonds | TLC | |

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|--------|---------|-------|-----------------------|---|----------------------|---------|
| 453780 | 100.00% | 01634 | Deep Down And Dirty | Watkins/Edmonds | Stereo Mcs | |
| 436383 | 100.00% | 00416 | Desert Rose | Sting/Mami | Sting | |
| 214216 | 100.00% | 02256 | Do Do Do Da Da Da | Sting | Police | |
| 448191 | 66.67% | 00828 | Doesn't Really Matter | Harris/Lewis/Jackson | Janet Jackson | |
| 314393 | 31.25% | 02169 | Dont Leave Me | Delonge/Hoppus | Blink 182 | |
| 214217 | 100.00% | 02257 | Dont Stand So | Sting | Police | |
| 438102 | 100.00% | 01455 | Dream On | Gore | Depeche Mode | |
| 435792 | 100.00% | 01578 | Drive | Boyd/Einziger/Katunich/Pasillas/Kilomore | Incubus | |
| 470326 | 100.00% | 01532 | Drops Of Jupiter | Monahan/Underwood/Hotchkiss/Strafford/Colin | Train | |
| | | | | | | removed |
| 358999 | 100.00% | 02285 | Englishman In Newyork | Sting | Sting | removed |
| 222330 | 100.00% | 01509 | Every Breath | Sting | Police | |
| 214489 | 100.00% | 02258 | Every Little Thing | Sting | Police | |
| 207027 | 50.00% | 00146 | Everyday People | Thomas | Arrested Development | |
| 362088 | 50.00% | 00316 | Everytime | Harris/Lewis/Jackson | Janet Jackson | |
| 388945 | 100.00% | 02105 | Family Reunion | Delonge/Hoppus | | removed |
| 13481 | 100.00% | 00241 | Fantasy | White/White/Del Barrio | Blink 182 | |
| 439491 | 30.00% | 00319 | Feelin' So Good | Combs/Rooney/Lopez/Standard/Logios/Cartagena/Rios | Earth, Wind & Fire | |
| 357106 | 100.00% | 00418 | Fields Of Gold | Sting | Sting | |
| 111655 | 100.00% | 00018 | Final Countdown | Tempest | Europe | |
| 111655 | 100.00% | 00991 | Final Countdown 2 | Tempest | Anonymous | |
| 492201 | 100.00% | 02085 | First Date | Delonge/Hoppus | | removed |
| 512439 | 50.00% | 02517 | Foolish | DeBarge/Jordan/Douglas/Lorenzo | Blink 182 | |
| 357428 | 100.00% | 02286 | Fragile | Sting | Ashanti | |
| 453412 | 100.00% | 01607 | Free | Harris/Lewis/Richbourg/Harrison | Sting | |
| | | | | | Mya | |
| | | | | | | removed |
| 379483 | 66.66% | 00198 | Genie In A Bottle | Kipner/Frank/Sheyne | Christina Aguilera | |
| 442092 | 20.00% | 01451 | Girl Next Door | Haggins/Harris/Scott/Johnson/Green | M And S | |
| 502099 | 66.67% | 02518 | Girlfriend | Williams/Hugo/Timberlake | N Sync | |

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|--------|---------|-------|--------------------------|---------------------------------|--------------------------------|---------|
| 437454 | 50.00% | 01023 | Got Your Money | Williams/Hugo/Jones | Old dirty bastard | |
| 368505 | 50.00% | 00252 | Guilty Conscience | Stein/Young/Mathers | Eminem | |
| | | | | | | removed |
| 379396 | 6.25% | 00317 | Hard Knock Life | Carler/James/Chamin/Stroke | Jay-Z | |
| 442447 | 72.00% | 00450 | He Wasn't Man Enough | Jerkins/Daniels/Jerkins/Mason | Toni Braxton | |
| 216464 | 100.00% | 00432 | Head Over Heels | Orzabal/Smith | Tears For Fears | |
| 509155 | 100.00% | 02531 | Here Is Gone | Rzeznik | Goo Goo Dolls | |
| 502056 | 50.00% | 02414 | Hero | Iglesias/Barry/Taylor | Enrique Iglesias | |
| | | | | | | removed |
| 435340 | 12.50% | 00288 | Hit 'Em Up | Austin | 2Pac | |
| | | | | | | removed |
| 371303 | 50.00% | 00289 | I Ain't Mad At Cha | Jordan/Shakur/Arnaud | 2Pac | |
| 356284 | 100.00% | 00361 | I Drive Myself Crazy | Rich/Shiplay/Nowels | N'Sync | |
| 500219 | 20.00% | 02535 | I Need A Girl (part One) | Knight/Jones/Matlock/Hawkins | P Diddy Featuring Usher & Loon | |
| 391091 | 50.00% | 01589 | I Need You | Matkosky/Lacy | Leann Rhimes | |
| 439532 | 66.67% | 00322 | I Think I'm In Love | Mellencamp/Rooney/Shelton | Jessica Simpson | |
| 380889 | 50.00% | 00323 | I Wanna Love You Forever | Biancaniello/Walters | Jessica Simpson | |
| 95805 | 100.00% | 02207 | I Was Made For Lovin You | Child/Stanley/poncia | Kiss | |
| 359020 | 100.00% | 02283 | If I Ever Loose My Faith | Sting | Sting | |
| 359021 | 100.00% | 02288 | If U Love Somebody | Sting | Sting | |
| 500839 | 100.00% | 02089 | Im A Slave For You | Hugo/Williams | Britney Spears | |
| 450287 | 100.00% | 00282 | I'm Not In Love | Stewart/Gouldman | 10CC | |
| 215282 | 100.00% | 00169 | In A Big Country | Adamson/Brzezicki/Butler/Watson | Big Country | |
| 435987 | 100.00% | 02081 | In The Air Tonight | Collins | phil collins | |
| 257547 | 33.34% | 02097 | In These Arms | Bryan/Bon Jovi/Sambora | Bon Jovi | |
| 282988 | 100.00% | 02290 | Interstate Love Song | Deleo/Deleo/Kretz/Welland | Stone Temple Pilots | |
| 247923 | 50.00% | 00297 | It's Raining Men | Jabara/Shaffer | The weather girls | |
| 247923 | 50.00% | 01471 | Its Raining Men | Jabara/Shaffer | The weather girls | |
| 247923 | 50.00% | 01472 | Its Raining Men | Jabara/Shaffer | The weather girls | |
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|--------|---------|-------|---------------------------|--|--------------------------|---------|
| 247923 | 50.00% | 01473 | Its Raining Men 3 | Jabara/Shaffer | The weather girls | |
| 361714 | 100.00% | 00174 | Josie | Delonge/Hoppus | Blink 182 | |
| 483412 | 25.00% | 01581 | Just In Case | Berkeley/Gist/Huggar | Jaheim | |
| 346257 | 100.00% | 01483 | Lady Marmalade | Crewe/Notan | Anonymous | |
| 312515 | 100.00% | 02291 | Lady Picture Show | Deleo/Deleo/Kretz/Weiland | Stone Temple Pilots | |
| 13140 | 41.66% | 00242 | Let's Groove Tonight | Deleo/Deleo/Kretz/Weiland | Earth, Wind & Fire | |
| 69346 | 25.00% | 02194 | Live And Let Die | McCartney/McCartney | Guns And Roses | |
| 32643 | 33.33% | 01551 | Living On A Prayer | Child/Bon Jovi/Sambora | Bon Jovi | |
| | | | | | | removed |
| 381296 | 28.50% | 00266 | Love Like This | Evans/Combs/Crawford Lawrence/Emery/Edwards | Faith Evans | |
| 487722 | 50.00% | 01517 | Lovin Each Day | Nowels/Alexander | Ronan Keating | |
| 306046 | 85.00% | 02260 | Lump | Ballew/Dederer/Finn | Presidents Of The Usa | |
| 371303 | 50.00% | 00590 | Mad At Cha | Jordan/Shakur/Arnaud | Anonymous | |
| 282985 | 100.00% | 02292 | Meatplow | De Leo/De Leo/Kretz/Weiland | Stone Temple Pilots | |
| 213793 | 100.00% | 02259 | Message In A Bottle | Sting | Police | |
| 466932 | 16.67% | 01618 | Miss Jackson | Patton/Benjamin/Sheats | Outkast | |
| 207547 | 25.00% | 00063 | Money Money Money | Andersson/Ulvaeus | Abba | |
| 493172 | 50.00% | 02480 | More Than A Woman | Mosley/Garett | Aayiah | |
| 466932 | 16.67% | 02525 | Mrs Jackson | Patton/Benjamin/Sheats | Outkast | |
| 438053 | 100.00% | 00445 | Never Let You Go | Jenkins | Third Eye Blind | |
| 438053 | 100.00% | 02050 | Never Let You Go | Jenkins | Third Eye Blind | |
| 213575 | 100.00% | 02038 | Next To You | Sting | Police | |
| 438991 | 100.00% | 02432 | No Drama | De Verzon/Harris/Lewis/Botkin | Mary J. Blige | removed |
| 226498 | 66.66% | 01988 | No More Tears | Wylde/Purdell | Ozzy Osborne | |
| 273011 | 100.00% | 00171 | No Rain | Graham/Hoon/Smith/Steve ns/Thorn | Blind Melon | |
| 386469 | 43.00% | 01016 | No Scrub | Burns/Cottle/Briggs | Anonymous | |
| 386469 | 43.00% | 01285 | No Scrubs | Burns/Cottle/Briggs | tlc | |
| 386469 | 43.00% | 01428 | No Scrubs 2 | Burns/Cottle/Briggs | tlc | |
| 285688 | 100.00% | 00308 | Only Wanna Be With You | Rucker/Felber/Bryan/Sonef eld | Hootie & The Blowfish | |
| 271228 | 100.00% | 00239 | Ordinary World | Lebon/Rhodes/Taylor/Cucc urulo | Duran Duran | |

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|--------|---------|-------|------------------------------|---|--|---------|
| 506639 | 22.55% | 02529 | Pass The Courvoisier Part II | Williams/Hugo/Tyler/Linzer/Smith/Woolard/Denny | Busta Rhymes Featuring P. Diddy & Pharrell | |
| 306049 | 85.00% | 02004 | Peaches | Ballew/Dederer/Finn | Presidents Of The Usa | |
| 486764 | 81.00% | 01072 | Peaches & Cream | Keith/Jones/Scandrick/Parker/Combs/Winans | 112 | |
| 269790 | 100.00% | 00223 | People Are People | Gore | Depeche Mode | |
| 304000 | 66.66% | 01050 | Perry Mason | Wyde/Purdell/Osbourne | Anonymous | |
| 304000 | 66.66% | 01991 | Perry Mason | Wyde/Purdell/Osbourne | Ozzy Osborne | |
| 256502 | 100.00% | 02041 | Piece Of Pie | De Leo/De Leo/Kretz/Weiland | Stone Temple Pilots | |
| | | | | | | removed |
| 60200 | 25.00% | 01053 | Pink Panther | Mancini | Anonymous | removed |
| 60200 | 25.00% | 01055 | Pink Panther 2 | Mancini | Anonymous | |
| 60200 | 25.00% | 01056 | Pink Panther Slow | Mancini | Anonymous | |
| 256503 | 100.00% | 02035 | Plush | Weiland/DeLeo/DeLeo/Kretz | Stone Temple Pilots | |
| 290612 | 100.00% | 00072 | Poison | Howlett/Palmer | Prodigy | |
| 95666 | 85.00% | 01882 | Poison | Howlett/Palmer | Alice Cooper | |
| 455025 | 15.00% | 01502 | Ride Wid It | De Barge/De Barge/Jordan/Haynes/Epperson | Nelly | |
| 448961 | 22.00% | 00400 | Rock DJ | Andrews/Chambers/Williams/Pigford/Paris | Robbie Williams | |
| 92914 | 33.33% | 01962 | Rock Hard | Child/Stanley/Warren | Kiss | |
| 466976 | 50.00% | 02420 | Rock The Boat | Garrett/Stewart/Seats | Aaliyah | |
| 373641 | 20.00% | 00269 | Rockafella Skunk | Barry/Winford/Cook | Fatboy Slim | |
| 373641 | 20.00% | 01095 | Rockafella Skunk | Barry/Winford/Cook | Anonymous | |
| 71469 | 100.00% | 01097 | Rocky Theme | Connors/Conti/Robbins | Anonymous | |
| 213217 | 100.00% | 02002 | Roxanne | Sting | Police | |
| 440952 | 82.50% | 00214 | Ruff Ryder's Anthem | Phillips/Styles/Dean/Simmons/Smalls/Jeffries | DMX | |
| 359056 | 70.00% | 02030 | Russians | Sting | Sting | |
| 390484 | 65.00% | 00230 | Say My Name | Knowles/Jerkins/Daniels/Jerkins/Rowland/Luckett | Destiny's Child | |
| 286572 | 50.00% | 02399 | Secret | Austin/Madonna/Pettibone | Madonna | |
| 338047 | 100.00% | 00446 | Semi-Charmed Life | Jenkins | Third Eye Blind | |
| 256497 | 100.00% | 02043 | Sex Type | De Leo/De Leo/Kretz/Weiland | Stone Temple Pilots | |
| 14927 | 100.00% | 01602 | Sexual Healing | Gaye/Ritz/Brown | Marvin Gaye | |
| 356204 | 100.00% | 02031 | Shape Of My Heart | Sting/Miller | Sting | |

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|--------|---------|-------|---------------------------------------|---|------------------------|---------|
| 480380 | 50.00% | 02088 | Short Cant Get U Out Of My Head | Dennis/Davis | Kylie Minogue | |
| 218130 | 100.00% | 01993 | Shot In The Dark | Osbourne/Soussan | Ozzy Osbourne | |
| 216073 | 100.00% | 00433 | Shout | Orzabal/Stanley | Tears For Fears | |
| 388941 | 100.00% | 00494 | Small Things | Delonge/Hoppus | Anonymous | |
| 388941 | 100.00% | 00660 | Small Things2 | Delonge/Hoppus | Anonymous | |
| 300909 | 100.00% | 00084 | Smoke On The Water | Lord/Paice/Gillan/Glover/ Blackmore | Deep Purple | |
| 213577 | 100.00% | 02003 | So Lonely | Sting | Police | |
| 359064 | 100.00% | 02032 | Soul Cages | Sting | Sting | |
| 424484 | 100.00% | 00412 | Spice Up Your Life | Halliwel/Bunton/Brown/Chi sholm/ Beckham | Spice Girls | |
| 126651 | 100.00% | 02018 | Start Me Up | Jagger/Richards | Rolling Stones | |
| 359069 | 100.00% | 02033 | Straight To My Heart | Sting | Sting | removed |
| 380924 | 100.00% | 00224 | Strange Love | Gore | Depeche Mode | |
| 217964 | 100.00% | 00376 | Suburbia | Tennant/Lowe | Pet Shop Boys | |
| 482958 | 66.67% | 01995 | Suicide Solution | Osbourne/Rhoads/Daisie y | Ozzy Osbourne | |
| 454542 | 100.00% | 02476 | Superman | Ondrasik | Five For Fighting | |
| 206693 | 25.00% | 02090 | Take A Chance On Me 1 | Andersson/Elvaeus | Abba | |
| 447662 | 100.00% | 00480 | Teenage Dirtbag | Brown | Wheatus | |
| 385256 | 40.00% | 01452 | Thank You | Herman/Armstrong | Dido | |
| 450327 | 100.00% | 01869 | Things We Do 4 Love | Stewart/Gouldman | 10CC | removed |
| 295047 | 33.33% | 01856 | This Aint A Love Song | Child/Bon Jovi/Sambora | Bon Jovi | |
| 362085 | 50.00% | 01289 | Together Again | Harris/Lewis/Jackson | Janet Jackson | |
| 372659 | 63.00% | 02708 | Top Of The World (Brandy) | Jerkins/Daniels/Betha/Tu rman/Jerkins/Phillips | Brandy | |
| 312517 | 100.00% | 01801 | Trippin On A Hole | De Leo/De Leo/Kretz/Weiland | Stone Temple Pilots | |
| 465701 | 50.00% | 00109 | Try Again | Garrett/Mosley | Aaliyah | |
| 154091 | 100.00% | 00462 | Turning Japanese | Fenton | Vapors | |
| 148519 | 100.00% | 01625 | Two Little Boys | Madden/Morse/Braden | Rolf Harris | |
| 502303 | 40.00% | 02079 | U Rock My World | | Michael Jackson | |
| 282992 | 100.00% | 01785 | Unglued | De Leo/De Leo/Kretz/Weiland | Stone Temple Pilots | |
| 391300 | 100.00% | 00427 | Unpretty | Austin/Watkins | TLC | |
| 424708 | 50.00% | 00413 | Viva Forever | Halliwel/Bunton/Brown/ Chisholm/Beckham | Spice Girls | |
| 359078 | 100.00% | 01773 | Walking In Your Footsteps | Sting | Police | |

| | | | | | | |
|--------|---------|-------|------------------------------------|---|----------------|---------|
| 213796 | 100.00% | 01763 | Walking On The Moon | Sting | Police | |
| 422360 | 50.00% | 00414 | Wanna Be | Halliwel/Bunton/Brown/Chisholm/ Beckham | Spice Girls | |
| 422360 | 50.00% | 00573 | Wanna Be 2 | Halliwel/Bunton/Brown/Chisholm/ Beckham | Anonymous | |
| 304023 | 40.00% | 00428 | Waterfalls | Etheridge/Lopes/Wade/Brown/Murray | TLC | |
| 502209 | 85.00% | 02512 | Welcome To Atlanta | Dupri/Bridges/Perren/Yarin/ Smith/Hutchins | Jermaine Dupri | |
| 507779 | 55.00% | 02481 | What About Us (Brandy) | Jenkins/Daniels/Payne/Jenkins/ Pratts/Payne | Brandy | |
| | | | | | | removed |
| 466970 | 100.00% | 01596 | Whats Your Fantasy | Bridges/Crawford | Ludacris | |
| 359087 | 100.00% | 01702 | Wrapped Around Your Finger Bpm 125 | Sting | Police | |
| 502917 | 100.00% | 02510 | You Don't Have To Call | Williams/Hugo | Usher | |
| 32646 | 33.33% | 01780 | You Give Love A Bad Name | Child/Bon Jovi/Sambora | Bon Jovi | |
| 461148 | 75.00% | 02083 | You Got It Bad | Raymond/Dupri/Cox | Usher | |

SCHEDULE C

to the Agreement dated May 30, 2002, effective September 5, 2001, by and between
EMI Entertainment World, Inc. and Zingy, Inc.
(pursuant to paragraph 1(p))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated May 30, 2002, effective September 5, 2001, by and between EMI
Entertainment World, Inc. and Zingy, Inc. (the "Agreement"), to be effective as of the date hereof, to make
the following Third Party Website(s) constitute Approved Third Party Website(s), and thus part of the
Network. ---

1. The URL of the proposed Third Party Website(s) covered by this Addendum is/are:
http://www.[]
2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the
date above written.

EMI Entertainment World

Zingy, Inc.

By: _____

By: _____

SCHEDULE D
to the Agreement dated May 30, 2002, effective September 5, 2001, by and between
EMI Entertainment World, Inc. and Zingy, Inc.
(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated May 30, 2002, effective September 5, 2001, by and between EMI Entertainment World, Inc. and Zingy, Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The musical composition(s) (the "EMI Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)"] (%).
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____].
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI

Zingy, Inc.

By: _____

By: _____

SCHEDULE E
to the Agreement dated May 30, 2002, effective September 5, 2001, by and between
EMI Entertainment World, Inc. and Zingy, Inc.
(pursuant to paragraph 3(c)(ii))

1. Licensee shall provide to Licensor information and electronic files pertaining to ringtones as detailed below.
2. Files will include ringtone templates, audio-only files and meta data.
3. Meta data will include
 - (a) EMI song code (e.g. 439462)
 - (b) EMI song title (e.g. Spanish Eyes)
 - (c) ringtone quality code (e.g. Monophonic or Polyphonic)
 - (d) ringtone format code (e.g. RTTTL, IMY, NRT, etc.)
 - (e) date- first published (YYYYMMDD, date first made available on Licensee's Service)
 - (f) ringtone file identifier, formatted as below
 - characters 1-6 = EMI song code
 - character 7 = quality code
 - extension = relevant ringtone formate.g. 439462M.WAV
439462P.WAV
439462M.RTTTL
439462M.RNG
439462P.MIDI
4. Ringtone template files and audio-only (WAV) files together with their related file of meta data will be sent by Licensee to EMI's FTP server at an address to be notified to Licensee from time to time.
5. For new ringtones, the transmission will take place no later than 24 hours after the ringtone is made available to consumers on the Licensee's generally available service.
6. As Licensee adapts new ringtone standards, such new standard will be notified by e-mail to EMI (jbrady@emimusicpub.com) and new codes agreed representing both the ringtone format code and relevant file extension.
7. From time to time, at EMI's reasonable discretion, Licensee shall provide a complete file of the meta data pertaining to all EMI Ringtones created for its site for the purpose of checking database consistency between Licensee and EMI.

Zingy, Inc.
307 West 36th Street, Tenth Floor
New York, New York 10018
Attention: Fabrice Grinda

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019
Dated: September 27, 2002

AMENDMENT

When signed by Zingy, Inc. ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated September 27, 2002 (the "Amendment"), to the certain Ringtone License between Licensee and EMI dated May 30, 2002, effective as of September 5, 2001, as amended and as in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Additional Advance/Extended Term /At-Will Termination

(a) (i) In consideration of Licensee's fulfillment of all of its obligations under the Agreement and under this Amendment and conditioned upon Licensee's payment of an additional non-returnable, recoupable Advance of Ten Thousand (\$10,000.00) Dollars upon execution of this Amendment, EMI agrees to extend the Term for an additional period of one (1) year commencing October 2, 2002 and terminating October 1, 2003 (the "Expiration Date"). For the avoidance of doubt, all of Licensee's rights in and/or to each EMI Ringtone shall cease on the Expiration Day.

(ii) Upon recoupment of the Advance set forth immediately above by the Royalties generated as set forth in paragraph 6(c) of the Agreement, Licensee shall pay to EMI Royalties as set forth in paragraph 6(c) of the Agreement. Licensee shall account to EMI at this rate pursuant to the terms and conditions of paragraph 7 of the Agreement, and pursuant to paragraph 3 below

(b) (i) Either party may terminate the Agreement for any reason by giving the other party fifteen (15) days written notice. Notwithstanding the foregoing, in the event of termination of the Term pursuant to the immediately preceding sentence, Licensee shall, within ten (10) business days following such termination provide Publisher with a full accounting showing all royalties due to Publisher hereunder and any royalties due and unpaid by Licensee pursuant to the Agreement or this Amendment shall thereupon become due and payable. Licensee shall at the same time pay to Publisher all such sums due. In the event that Licensee shall thereafter incur any payment obligation to Publisher for whatsoever reason, all such monies shall forthwith be paid to Publisher as soon as such obligation becomes known to Licensee.

(ii) For the avoidance of doubt, Licensee's obligation to furnish copies of each EMI Ringtone to EMI, pursuant to and in the manner as more fully described in paragraphs 2(c) and 3(c) of the Agreement, shall apply to each EMI Ringtone created by Licensee, whether or not approved by EMI, shall apply throughout the Term and shall survive the expiration or earlier termination (as provided herein) thereof.

3. Expanded Territory

The Territory of the Agreement shall hereby be expanded to include the country of Mexico.

4. Electronic Accountings

(a) In addition to all of Licensee's obligations set forth in paragraph 7 of the Agreement,

Licensee must remit all quarterly accounting statements to EMI electronically (i.e., on a floppy disc or CD), and said accountings shall include the EMI song codes and writers' names as provided to Licensee by EMI. This floppy disc or CD shall be sent to EMI, along with a hard paper copy of the accounting statement, and the check for the applicable royalties thereby payable.

(b) For purposes of clarification, as required by paragraph 7(a) of the Agreement, all accounting statements rendered to Publisher by Licensee shall list all Downloads Sold, on a country-by-country, EMI Composition-by-EMI Composition, and Website-by-Website (i.e., statements to include both the Website and all Approved Third Party Websites) basis.

5. Clarification re: Approved Third Party Websites

Upon the execution of this Amendment, the following Third Party Websites shall be the only Approved Third Party Websites:

www.ecrush.com
www.billboard.com
www.upoc.com
www.2waybeats.com
www.telcel.com
www.inphonic.com
www.coolquiz.com
www.pepperants.com

www.hotbar.com
www.yellowpepper.com
www.portablesonline.com
www.msn.com
www.zingy.com.mx
www.thesource.com
www.tonez.com

6. Clarification re: Requests for additional Compositions or Third Party Websites

For purposes of clarification, EMI will not acknowledge any requests for approving additional Compositions or additional Third Party Websites unless Licensee submits such requests on the form Addenda contemplated by paragraphs 2(b) or 1(p) of the Agreement respectively.

7. Penalties

(a) In addition to any other payment obligations set forth in this Amendment or in the Agreement, Licensee shall make the following payments to EMI for failure to comply with certain material provisions of the Agreement, no later than fifteen (15) days after the date such payment becomes due:

(i) (EMI's Pro Rata Share of) One Thousand (\$1,000.00) Dollars for each EMI Composition appearing anywhere on the Network that EMI has not theretofore approved or licensed for use (each, an "Unauthorized Composition");

(ii) (EMI's Pro Rata Share of) One Hundred (\$100.00) Dollars for each day each Unlicensed Composition continues to be offered anywhere on the Network, following the date EMI gives Licensee notice that an Unauthorized Composition appears on the Network;

(iii) Two Thousand Five Hundred (\$2,500.00) Dollars for each Third Party Website offering EMI Ringtones via sublicensed rights from Licensee that EMI has not approved (each, an Unauthorized Website); and

(iv) Two Hundred Fifty (\$250.00) Dollars for each day each Unauthorized Website continues to offer EMI Ringtones, following the date EMI gives Licensee notice that EMI Ringtones are being offered by an Unauthorized Website.

(b) With respect to each "Unauthorized Composition", if upon receipt of notice from Publisher, Licensee can within three (3) days from receipt of said notice, produce written evidence that Publisher's interest in said Authorized Composition was indeed licensed to Licensee by a third party, then Licensee's payment obligations set forth in 7(a)(i) and 7(a)(ii) shall be suspended pending Publisher's

investigation into the validity of such license. Said Unauthorized Composition must still be removed from the Network pending the results of Publisher's investigation. If the results of the investigation indicate that said third party license is valid, Publisher will furnish Licensee with an Addendum licensing Publisher's portion (if any) of said Composition, and said Addendum is fully executed, Publisher may resume offering said Composition. If the results indicate (and the third party in question corroborates) that said third party license is invalid, then any further offering of said Composition by Licensee will accrue the payment obligations set forth in 7(a)(i) and 7(a)(ii) above.

8. Copyright in Ringtones

Effective as of September 5, 2001, the following shall be deemed added to paragraph 3(c)(i) of the Agreement:

"For the avoidance of doubt, all such EMI Ringtones, from the inception of each, shall be deemed "works made for hire" within the meaning of the United States Copyright Act, and EMI shall be deemed the author thereof. If, for any reason, any EMI Ringtone shall be adjudged not to be a "work made for hire," then Licensee hereby irrevocably assign all rights of ownership in and to such EMI Ringtone including, without limitation, all copyrights and all renewals and extensions thereof, throughout the universe, to EMI. With respect to the exploitation by EMI of any such EMI Ringtone, Licensee shall not be entitled to compensation. Promptly upon EMI's request, Licensee shall execute and deliver to EMI any and all instruments of transfer and other documents necessary or appropriate to evidence or secure the rights of EMI in and to each EMI Ringtone, including, without limitation, copyright protection, as EMI may request, and Licensee hereby appoints EMI as Licensee's agent and attorney-in-fact to sign in Licensee's name any such instruments or other documents which have not been signed by Licensee and received by EMI within ten (10) days following EMI's request therefor, and to make appropriate disposition of them provided they are consistent with the terms of this Agreement. For purposes of clarification, in any event, EMI ownership rights in (including the copyright in) each EMI Ringtone shall survive the expiration or earlier termination (as provided herein) thereof."

9. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By 

Zingy, Inc.

By 

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019
Dated: December 6, 2002

Zingy, Inc.
307 West 36th Street, Tenth Floor
New York, New York 10018
Attention: Fabrice Grinda

AMENDMENT

When signed by Zingy, Inc. ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated December 6, 2002 (the "Second Amendment"), to the certain Ringtone License between Licensee and EMI dated May 30, 2002, effective as of September 5, 2001, as first amended on September 27, 2002, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Extended Term:

In consideration of Licensee's continued fulfillment of all its obligations under the Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, EMI hereby agrees to extend the Term of the grant of rights set forth in the Agreement for an additional period of five (5) years. For purposes of clarification, the currently ongoing "Term" of the Agreement shall expire on October 1, 2008 (the "Expiration Date").

3. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Second Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By 

Zingy, Inc.

By 

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019
Dated: January 30, 2004

Zingy, Inc.
156 Fifth Avenue, Penthouse 3
New York, NY 10010
Attention: Fabrice Grinda

AMENDMENT

When signed by Zingy, Inc. ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated January 30, 2004 (the "Amendment"), to the certain Ringtone License between Licensee and EMI dated May 30, 2002, effective as of September 5, 2001, as amended previously on September 27, 2002 and December 2, 2002, and as in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Third Party Website 30-day Takedown

Without limiting the effect of any provision in the Agreement, EMI may terminate the grant of rights with respect to a particular Third Party Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

3. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement (including as previously amended) shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By 

Zingy, Inc.

By 

Enhanced Ringtone License

THIS AGREEMENT (the "Agreement") is made June 1, 2004, effective as of January 1, 2002 ("Effective Date"), by and between Warner Strategic Marketing ("Licensee"), 3400 Olive Avenue, Burbank, California 90026, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Enhanced Ringtones (as defined below) whereby a consumer can download a copy of the EMI Enhanced Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Enhanced Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule A.

(b) "Dollars" and "Cents" mean United States Dollars and Cents.

(c) "Download" means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Enhanced Ringtone to a consumer.

(d) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads successfully transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(e) "EMI Enhanced Ringtone" means an Enhanced Ringtone (as defined below) that features the transmission of an Approved Composition.

(f) "Enhanced Ringtone" means an audio-visual production in which an instrumental melodic sequence of a musical composition is synchronized with certain Publisher-approved non-dramatic, generic visual images, which production resides in a Wireless Device and may be displayed in conjunction with the announcement of an incoming telephone call or message. For the avoidance of doubt, "Enhanced Ringtone" excludes (and this Agreement shall not be deemed to grant Licensee any

rights to use Compositions in or as) so-called "Ringbacks" (a.k.a. "Ringback tones") or so-called "TruTones" (a.k.a. "MasterTones" a.k.a. "Ringtunes"), i.e. Enhanced Ringtones that (a) embody a master recording of the Composition which is separately licensed from a record label or (b) feature a performance that includes lyrics sung or instruments played by actual human beings.

(g) "Network" means the Approved Websites (as defined below) on which EMI Enhanced Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall prevent an EMI Enhanced Ringtone to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Enhanced Ringtone.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(j) "Server" means the Internet server on which templates of the EMI Enhanced Ringtones licensed hereunder will reside, and from which the EMI Enhanced Ringtones will be transmitted or distributed to consumers' Wireless Devices through the Network. For purposes of clarification, no EMI Enhanced Ringtone shall be permanently stored or archived or offered for sale through an Approved Website without first being served from and through the Server. To the extent the Server is not proprietary to Licensee, Licensee shall use its best efforts to monitor and ensure that the Server's proprietor accurately reports Enhanced Ringtone commerce to Licensee.

(k) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(l) "Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Enhanced Ringtones to be transmitted to consumers. Each Website must be approved in writing by Publisher prior to offering any EMI Enhanced Ringtone. For each proposed Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule B), which shall list the requested Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Website, including without limitation, verification of the nature of business conducted on said Website, information related to the serving of Enhanced Ringtones on or to said Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of a Website, if the proprietor is not Licensee. If Publisher approves said Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Website(s)"). Upon execution, the parties acknowledge that the following is an Approved Website: <http://www.sprintpcs.com>.

(n) "Wireless Device" means a mobile telephone, pager, personal digital assistant, or a hybrid handheld wireless device that incorporates the functions of the above.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of only the Compositions listed on the attached Schedule A for the creation of EMI Enhanced Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, John Mellencamp, Lou Reed, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Enhanced Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder, and to synchronize said portion of each Approved Composition with certain Publisher-approved non-dramatic generic visual images, for use solely in connection with the creation of an EMI Enhanced Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To create a template or server copy of each EMI Enhanced Ringtone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Enhanced Ringtones to consumers;

(iii) To sell Downloads of the EMI Enhanced Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Enhanced Ringtone such that the EMI Enhanced Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient,

non-permanent copies of the EMI Enhanced Ringtones incidental to said transmission may be created on the Network, provided (i) no permanent copies of the EMI Enhanced Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device and (ii) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Enhanced Ringtone so affected); and

(iv) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Enhanced Ringtone (and the Approved Composition embedded therein) in a digital transmission for the sole purpose of allowing consumers to demonstrate or audition said Enhanced Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Enhanced Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Enhanced Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

(a) The "Term" shall commence January 1, 2002 and terminate October 29, 2005 (the "Expiration Date"). Licensee will notify Publisher when an EMI Enhanced Ringtone is first made available for Download.

(b) Notwithstanding the foregoing:

(i) Licensee may distribute EMI Enhanced Ringtones via the Website, or via any Approved Additional Website, during the Term; and

(ii) EMI may terminate the entire grant of rights contained in this Agreement, the grant of rights with respect to a particular Composition, and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Enhanced Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Upload Fees / Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, Licensee shall pay Publisher:

(i) the non-returnable, non-recoupable upload fee of (Publisher's Prorata Share of) Twenty Five (US\$25.00) Dollars for each additional EMI Enhanced Ringtone template uploaded to each and every Server, from which copies may be created and distributed to a consumer when a Download is Sold to said consumer. Publisher hereby acknowledges receipt of One Hundred Twenty Five (\$125.00) Dollars, which represents the aggregate of the aforementioned upload fees for all Approved Compositions licensed hereunder; and

(ii) a non-returnable, recoupable "Advance" of Publisher's Pro Rata Share of Two Hundred Fifty (\$250.00) Dollars per Approved Composition for each additional EMI Enhanced Ringtone, which shall be paid upon execution of this Agreement. Publisher hereby acknowledges receipt of One Thousand Two Hundred Fifty (\$1,250.00) Dollars, which amount represents the aggregate Advances for all Approved Compositions licensed hereunder.

(c) (i) In further consideration of the rights granted hereunder, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of the retail selling price of each Download Sold to a consumer, with a minimum royalty for each Download Sold of Twenty (US\$20) Cents.

(ii) In the event a consumer is charged a recurring fee to retain a Download, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Download each time a consumer is charged a recurring fee to maintain said Download (or to access said EMI Enhanced Ringtone embodied therein) on his/her Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring charge shall be deemed to be the "retail selling price" for purposes of paragraph 6 (c)(i) above; and each time the Download is thereby retained, it shall be considered a new "Download Sold" and a royalty shall thereby be payable.

(iii) In the event a Download is made to time-out on a consumer's Wireless Device and that consumer is made to re-download or otherwise re-acquire said EMI Enhanced Ringtone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Download Sold, irrespective of whether the consumer had previously acquired the same EMI Enhanced Ringtone embodied in such Download Sold.

(iv) In the event a Download is offered in a form other than individually (e.g., said EMI Enhanced Ringtone is made available as part of a bundle or package of wireless content applications for which a fee is paid), the Royalty due in connection with such Download shall be Publisher's Pro Rata Share of the greater of (i) ten (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (ii) the minimum royalty for each Download Sold set forth paragraph 6(c)(i) above. By way of example, if a consumer is charged \$20 for a bundle of eight (8) royalty-bearing content applications (one of which is a Download), then the Royalty applicable to said Download Sold shall be (Publisher's Pro Rata Share of) \$0.25, i.e., 10% of $(\$20 \div 8)$.

(d) Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(e) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(f) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, to the publisher of a musical composition, to be included in any Enhanced Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition to Licensee for use in Enhanced Ringtones. In the event Licensee cannot make such agreements available in their entirety due to prior obligations with said third parties, Licensee shall supply to Publisher the information contained in these agreements with respect to fees and rights granted, and Licensee hereby represents and warrants that said information will be true and accurate.

7. Accounting

(a) Together with all applicable Royalties due Publisher, Licensee shall render Publisher accounting statements on a quarterly basis, (which must be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Enhanced Ringtone-by-EMI Enhanced Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Approved Website-by-Approved Website (i.e. statements to be itemized by each Approved Website) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, and any other information necessary to determine how the applicable royalty for each Download Sold was calculated.

(b) For Downloads Sold from a Server proprietary to Licensee (if any), said statements must be received by Publisher within sixty (60) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period. For clarification, failure to comply with this provision shall be deemed an Event of Default under paragraph 14(a)(i) below.

(c) For Download Sold from a Server proprietary to a third party, said statements must be received by Publisher within fifteen (15) days of Licensee's receipt of its own accounting statements from proprietors of Approved Website(s) served by said Server, but in no event later than sixty (60) days following the last day of the calendar quarter during which a Download occurs, whether or not there have been any Downloads Sold or otherwise distributed within such quarterly period. For clarification, failure to comply with this provision shall be deemed an Event of Default under paragraph 14(a)(i) below.

(d) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a

result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(e) In the event Licensee audits a third party whose Server hosts EMI Enhanced Ringtones (as permitted hereunder) or who controls an Approved Website served by a third party Server, Licensee shall (i) give Publisher notice that an audit is taking place and when; (ii) provide Publisher with a copy of the audit report (redacted to show only the data pertaining to EMI Enhanced Ringtones; i.e., number of EMI Enhanced Ringtones sold, selling price for said EMI Enhanced Ringtones, etc.); and (iii) if Licensee recovers any monies payable from the sale of EMI Enhanced Ringtones, pay Publisher its pro rata share of those monies no later than fifteen (15) days following said recovery.

(f) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Susan Bailey-Lemansky, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(g) It is understood and agreed that there shall be no free or bonus goods of the EMI Enhanced Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(h) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada.

(b) Any public performance of an Approved Composition as embodied in an EMI Enhanced Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI and SOCAN is subject to clearance of the performing right either from Publisher, ASCAP, BMI, SOCAN or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Enhanced Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to (i) rent or lease an EMI Enhanced Ringtone, (ii) parody the music of an Approved Composition, (iii) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (iv) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (v) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events other than those approved by Publisher for use in the creation of EMI Enhanced Ringtones, including without limitation for use in commercials, (vi) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Enhanced Ringtones available to consumers, (vii) use any Composition that is not a Approved Composition in any way, or (viii) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Enhanced Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an Enhanced Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved

Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning any intellectual properties furnished or selected by Licensee and contained in an EMI Enhanced Ringtone not licensed hereunder, including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher ("Materials"), and that said Materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Enhanced Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have twenty (20) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or if not cured within said twenty (20) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within ten (10) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Enhanced Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher:

EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Susan Bailey-Lemansky

To Licensee:

Warner Strategic Marketing
 3400 Olive Avenue
 Burbank, California 90026
 Attention: Kendall Emmons, with a copy to Malla Doss, VP Legal &
 Business Affairs

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

(a) EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

(b) Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or which is in partnership with Licensee; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of Licensee's stock and/or assets or with whom Licensee may merge or be merged, without Publisher's written consent, provided that: (i) Licensee has furnished advance written notice of such assignment to Publisher and such notice includes the name and address of assignee, and (ii) Licensee's assignee agrees to assume all of Licensee's obligations hereunder and (iii) Licensee agrees to remain no less than secondarily liable for all its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall effect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

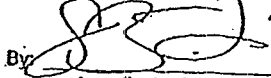
(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

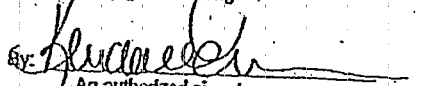
This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By 
An authorized signatory

Warner Strategic Marketing

By 
An authorized signatory
of Warner Music Group

SCHEDULE A

LIST OF APPROVED COMPOSITIONS

1. "Gimmie The Light" by Sean Henriques and Troy Rami
EMI April Music Inc;
Percentage Controlled by Publisher: 50%
2. "Get Busy" by Sean Paul Henriques and S. Marsden
EMI April Music Inc;
Percentage Controlled by Publisher: 50%
3. "Do You Realize" by Wayne Coyne, Steven Drozd, Michael Ivins, and Dave Fridmann
EMI Blackwood Music Inc;
Percentage Controlled by Publisher: 100%
4. "Never Let You Go" by Stephen Jenkins
EMI Blackwood Music Inc;
Percentage Controlled by Publisher: 100%
5. "Rock Lobster" by Kate Pierson, Fred Schneider, Keith Strickland, Cindy Wilson and Ricky Wilson
EMI Blackwood Music Inc;
Percentage Controlled by Publisher: 80%
6. "Whip It" by Mark Mothersbaugh and Gerald Casale
EMI Virgin Songs, Inc;
Percentage Controlled by Publisher: 100%

AUG. 28. 2006 2:58PM

NO. 7605 P. 18

SCHEDULE B
to the Agreement dated as of January 1, 2002, by and between
EMI Entertainment World, Inc. and Warner Strategic Marketing (pursuant to paragraph 1(D))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated as of January 1, 2002, by and between EMI Entertainment World, Inc. and Warner Strategic Marketing (the "Agreement"), to be effective as of the date hereof, to make the following Website(s) constitute Approved Website(s), and thus part of the Network.

1. The URL of the proposed Website(s) covered by this Addendum is/are;

http://www.[

]

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World, Inc.

Warner Strategic Marketing

By: _____

By: _____

Ringtone License

THIS AGREEMENT (the "Agreement") is made February 1, 2002 ("Effective Date"), by and between Advanced Telecom Services ("Licensee"), 996 Old Eagle School Road, Wayne, Pennsylvania 19087, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree, as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Affiliate" means any Person or party that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person or party specified.

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(c) "Dollars" and "Cents" mean United States Dollars and Cents.

(d) "Download," means any successful transmission(s) or distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

(e) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise distributed to consumers (including without limitation to said consumers' Wireless Device).

(f) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.

(g) "Musical composition" means a combination of melody and rhythm, which may utilize lyrics in synchronization therewith; provided however, the parties hereto acknowledge and agree that EMI Ringtones contain no lyrics whatsoever.

(h) "Network" means the Website (as defined below) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels, limited to Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall include a file encryption format that will prevent an EMI Ringtone encrypted in such format to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(i) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(j) "Ringtone" means an electronic code which will cause a wireless device to announce the reception of an incoming telephone call by playing a pre-determined instrumental melodic sequence of a musical composition.

(k) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(l) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Network without first being served from and through the Server.

(m) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(n) "Website" means Licensee's proprietary Website on the Internet having a URL of [http://www.\[\]com](http://www.[]com).

(o) "Wireless Device" means a mobile telephone.

(p) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions, and Publisher will use commercially reasonable efforts to clear the requested Compositions. If Publisher shall be able to clear such requested Composition, it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule C ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, Carole King, John Mellencamp, Lou Reed, Rod Stewart, James Taylor, Vangelis and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Queen, Rolling Stones and Red Hot Chili Peppers, are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within ten (10) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the Advance and applicable Royalties for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device); and

(iii) Subject to paragraph 8 below, to "stream" up to twenty-five (0:25) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for demonstration or auditions purposes only, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

4. Territory

The Territory covered during the Term (as defined below) of this Agreement shall be the United States, its territories and possessions (including Puerto Rico); and Canada.

5. Term

Unless sooner terminated as provided herein, the Term of this Agreement shall commence on the Effective Date and shall expire on the date one (1) year after the Effective Date (the "Expiration Date"). Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of Ten (US\$.10) Cents for each EMI Ringtone template uploaded to the Server, from which copies may be created and distributed to a consumer when a Download is Sold to said consumer.

(c) In consideration of the rights granted hereunder, Licensee shall pay to Publisher a non-returnable, recoupable "Advance" of Five Thousand (US\$5,000.00) Dollars, which shall be paid upon execution of this Agreement.

(d) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of Ten (US\$.10) Cents for each EMI Ringtone downloaded by consumers.

(e) Upon recoupment of the advance set forth in subparagraph (c) by the royalties generated as set forth in subparagraph (d), Licensee shall pay to Publisher royalties as set forth in subparagraph

(d). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(f) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition or to the publisher of a musical composition to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third

parties which are licensing any portion of the Approved Composition or a musical composition to Licensee.

7. Accounting

(a) Royalties under this Agreement shall be paid by Licensee to Publisher on a quarterly basis and shall be accompanied by statements (which must be provided electronically if so requested by Publisher), indicating, on a Composition-by-Composition basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher with online access to data collected from real-time monitoring of the Network which data shall include, without limitation, information to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, and shall be made payable to EMI Entertainment World, and shall be sent to the attention of Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI").

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI is subject to clearance of the performing right either from Publisher, ASCAP, BMI or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) use the lyric of an Approved Composition, (iii) parody the music of an Approved Composition, (iv) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or include any Approved Composition in any audio-visual work, including without limitation in commercials, (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of

Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Yolanda Blum

To Licensee: Advanced Telecom Services
996 Old Eagle School Road
Wayne, Pennsylvania 19087
Attention: Bret Dunlap

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher;

and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 

An authorized signatory

Advanced Telecom Services

By: 

An authorized signatory

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
CUBAN MUSIC (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALlico MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
MORRO MUSIC (BMI)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

SCHEDULE C
to the Agreement dated ____, 2001, by and between
EMI Entertainment World, Inc. and Advanced Telecom Services
(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

Dated: _____

ADDENDUM to the Agreement dated ____, 2001, by and between EMI Entertainment World, Inc. and Advanced Telecom Services (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

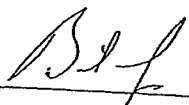
1. The musical composition(s) (the "Approved Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)"] (%).
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____].
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World

Advanced Telecom Services

By: _____

By:  _____

Ringtone License

THIS AGREEMENT (the "Agreement") is made March 18, 2002 ("Effective Date"), by and between Cellus USA, Inc. ("Licensee"), 19590 E. Mainstreet, Parker, Colorado 80138, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(b) "Dollars" and "Cents" mean United States Dollars and Cents.

(c) "Download" means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

(d) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(e) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.

(f) "Musical composition" means a combination of melody and rhythm, which may utilize lyrics in synchronization therewith; provided however, the parties hereto acknowledge and agree that EMI Ringtones contain no lyrics whatsoever.

(g) "Network" means the Website (as defined below) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels limited to Internet, cable, satellite, web, WAP, SMS, cellular transmission, or transmission via Licensee's proprietary '1-900' telephone number service(s) listed on Schedule D attached hereto (a "1-900 Number"), provided said channel shall include a file encryption format that will prevent an EMI Ringtone encrypted in such format to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which will cause a wireless device to announce the reception of an incoming telephone call by playing a pre-determined instrumental melodic sequence of a musical composition.

(j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Network without first being served from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Website" means Licensee's proprietary Website on the Internet having a URL of <http://www.mobilmcraze.com>

(n) "Wireless Device" means a mobile telephone.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule C ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to

this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, Carole King, John Mellencamp, Rod Stewart, James Taylor, Vangelis and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Rolling Stones and Red Hot Chili Peppers, are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network; provided no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device); and

(iii) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable or otherwise permanent file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

The "Term" shall be one (1) year, commencing April 19, 2002 and terminating April 18, 2003 (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, Licensee shall pay to Publisher a non-returnable, recoupable "Advance" of Five Thousand (\$5,000.00) Dollars, which shall be paid upon execution of this Agreement.

(c) (i) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of the retail selling price of each Download Sold to a consumer, with a minimum royalty for each Download Sold of Ten (US\$.10) Cents.

(ii) Notwithstanding the foregoing, if an EMI Ringtone is delivered to a consumer via a 1-900 Number which results in Licensee receiving less than the full amount that is charged the consumer for said Download, then Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of Licensee's net receipts resulting from said Download being delivered to a consumer, with a minimum royalty for each Download Sold of Ten (US\$.10) Cents.

(d) Upon recoupment of the Advance set forth in subparagraph (b) by the Royalties generated as set forth in subparagraph (c), Licensee shall pay to Publisher Royalties as set forth in subparagraph (c). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(e) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(f) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition or to the publisher of a musical composition to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition to Licensee for use in Ringtones.

7. Accounting

(a) Licensee shall pay Royalties and account to Publisher on a quarterly basis, and said payments/accountings shall be accompanied by statements (which must be provided electronically, if so requested by Publisher), indicating, on a country-by-country, EMI Composition-by-EMI Composition, and Delivery Method-by-Delivery Method (i.e. statements must specify whether a Download was Sold via, for instance, the Website or a 1-900 Number) basis; the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher with online access to data collected from real-time monitoring of the Network which data shall include, without limitation, information to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Susan Blosser, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI and SOCAN is subject to clearance of the performing right either from Publisher, ASCAP, BMI, SOCAN or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) use the lyric of an Approved Composition, (iii) parody the music of an Approved Composition, (iv) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials, (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (viii) use any Composition that is not a Approved Composition in any way, or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names; previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein; and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtones shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of

Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher:

EMI Entertainment World, Inc.
810 Seventh Avenue, 36th Floor
New York, New York 10019
Attention: Susan Blosser

To Licensee:

Cellus USA, Inc.
19590 E. Mainstreet
Parker, Colorado 80138
Attention: Bruce Ellis

Rader, Fishman & Grauer, PLLC
1233 20th Street, N.W., Suite 501
Washington, DC 20016
Attention: Ellen Efros, Esq.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate

any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 

An authorized signatory

Cellus USA, Inc.

By: 

An authorized signatory

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI-BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

SCHEDULE D
to the Agreement dated March 18, 2002, by and between
EMI Entertainment World, Inc. and Cellus USA, Inc.
(pursuant to paragraph 1(g))

PUBLISHER-APPROVED 1-900 NUMBERS

1-900-288-6637
1-900-328-6637

Ringtones

CELLULAR
RINGTONES

| Artist | Title | Author | Assignment | Code - 700 | Category | EMI percentage | EMI song code |
|-------------------------------|--------------------------------|--|------------|------------|-------------|----------------|---------------|
| A TEAM | A-TEAM (THEME) | Post/Carpenter | BMI | 1014 | MOVIES/TV | 37.5 | 023126 |
| AGUILERA, LIL KM, MYA, PRINCE | LADY MARMALADE | CREWE BOB NOLAN KENNY | ASCAP/BMI | 0514 | POP | 100 | 340257 |
| ALCIA KEYS | FALLIN' | AUGELLO-COOK | ASCAP | 1007 | POP | 100 | 495869 |
| ALCIA KEYS | A WOMAN'S WORTH | AUGELLO-COOK ALCIA J ROSE ERICA | ASCAP | 1970 | POP | 100 | 495969 |
| ANASTACIA | IM OUTTA LOVE | BIANCABELLO LOUIS JOHN NEWARK ANASTACIA L WATERS SAMUEL J | ASCAP | 0063 | ROCK | 42.5 | 389731 |
| ATC | AROUND THE WORLD (LA LA LA) | CHRISTENSEN ALEX JOERG KOENEMANN PETER POTERKHIN ALEKSEJ EYSENEVICH ZIRKOV SERGEJ EYSENEVICH | ASCAP/BMI | 0222 | ALTERNATIVE | 20 | 470473 |
| BS2 | LOVE SHACK | PIERSONSCHRIEDER/ STRICKLAND/WILSON | BMI | 1349 | 80s | 100 | 303040 |
| BLINK 182 | STAY TOGETHER FOR THE KIDS | BARKER TRAVIS L DELONGE THOMAS HOPPUS MARK | ASCAP | 1971 | ALTERNATIVE | 100 | 492204 |
| BLINK 182 | THE ROCK SHOW | BARKER TRAVIS L DELONGE THOMAS HOPPUS MARK | ASCAP | 0788 | ALTERNATIVE | 100 | 402202 |
| BLINK 182 | STAY TOGETHER FOR THE KIDS | BARKER TRAVIS L DELONGE THOMAS HOPPUS MARK | ASCAP | 1971 | ROCK | 100 | 492204 |
| BLUE CANTRILL | HIT EM UP STYLE | AUSTIN | BMI | 0245 | POP | 100 | 467330 |
| BON JOVI | LIVIN' ON A PRAYER | BONGIOVI JOHN F CHILD DESMOND SAMBOJA RICHARD S | ASCAP | 1036 | 80s | 33.34 | 32643 |
| BRAND | ANOTHER DAY IN PARADISE | CRUG WISEMAN (BRADY) PHIL VASSAR (ERIC) | ASCAP | 0461 | POP | 50 | 356242 |
| BRANDY & MONICA | THE BOY IS MINE | DANIELS LASHAWN AMEEN JERKINS FRED JERKINS RODNEY MORWOOD BRANDY TEJEDA JAMIE | BMI | 0098 | POP | 07 | 365963 |
| BRITNEY SPEARS | IM A SLAVE 4 U | HUGO CHARLES EDWARD WILLIAMS PHARRELL L | ASCAP | 1384 | POP | 100 | 500639 |
| CELINE DION | THE POWER OF LOVE | APPLEGATE MENDE RUSHY DEROUGE | ASCAP | 0957 | FAVORITES | 100 | 35006 |
| CITY HIGH | WHAT WOULD YOU DO? | PAROLO ROBERT S TOBY MAURICE RYAN | ASCAP | 1003 | POP | 100 | 389231 |
| DAVID MORALES | NEEDN U II | DI CICCIO RICHARD V HURTT PHILLIP L JORDAN DAVID MORALES DAVID SMITH ANDREW LOUIS | ASCAP | 0272 | POP | 100 | 480502 |

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| DESTINY'S CHILD | SAY MY NAME | DANIELS LASHAWN AMEEN KNOWLES/JERMONS/ JERMONS (listed twice) ROWLAND/LUCKETT | ASCAP/BMI | 0016 | POP | 65 | 390404 |
| DESTINY'S CHILD | SO GOOD | BURRUS KANDI L KNOWLES BEYONCE GISSELLE LUCKETT LETOYA NICOLE ROBERSON LATAVIA MARIE ROWLAND KELENDRIA TRENE | ASCAP | 0148 | POP | 35 | 390789 |
| DRO | THANK YOU | ARMSTRONG FLORIAN CLOUD DE BOU WB MUSIC CORP % WARNER CHAPPELL MUSIC INC ATTN: JAY MORGENSTERN 10585 SANTA MONICA BLVD LOS ANGELES, CA, 90025 | ASCAP/BMI | 0460 | POP | 40 | 385256 |
| DREAM | HE LOVES YOU NOT | FRANK DAVID MARTIN KOPNER STEPHEN ALAN SHENYNE PAMELA EILEEN | ASCAP | 0360 | POP | 66.67 | 442614 |
| ENEMEM | STAN | ARMSTRONG FLORIAN CLOUD DE BOU HERMAN PAUL PHILIP MATHERS MARSHALL B R | ASCAP/BMI | 0157 | RAP | 20 | 449847 |
| ENRIQUE IGLESIAS | HERO | BARRY PAUL MICHAEL IGLESIAS ENRIQUE M TAYLOR MARK PHILIP | ASCAP | 1308 | POP | 50 | 502056 |
| FIVE FOR FIGHTING | SUPERMAN | ONDRASK JOHN | BMI | 1879 | FAVORITES | 100 | 454542 |
| FIVE FOR FIGHTING | SUPERMAN | ONDRASK JOHN | BMI | 1879 | POP | 100 | 454542 |
| FOUR TOPS | I CAN'T HELP MYSELF (SUGAR PIE HONEY BUNCH) | DOZIER LAMONT HERBERT HOLLAND BRIAN HOLLAND EDWARD J | BMI | 0537 | 70s | 100 | 341043 |

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| FOUR TOPS | LOCO IN ACPULCO | COLLINS PHILIP DAVID CHARLES DOZIER LAMONT HERBERT | ASCAP | 0019 | FAVORITES | 100 | 31691 |
| GENE KELLY | SINGIN' IN THE RAIN | FREEDBROWN | ASCAP | 0143 | FAVORITES | 100 | 87066 |
| GORILLAZ | CLINT EASTWOOD | ALBARN DAMON HEMLETT JAMES CHRISTOPHER JONES TERENCE DELVON | ASCAP/BAG | 0402 | ALTERNATIVE | 75 | 472019 |
| GORILLAZ | CLINT EASTWOOD | ALBARN DAMON HEMLETT JAMES CHRISTOPHER JONES TERENCE DELVON | ASCAP/BML | 0401 | RAP | 75 | 472019 |
| JOECC | STAY WISH YOU WERE HERE | DE GRATE BOYD BRAYDON CHARLES ENGISER MICHAEL KATHACH ALEX KILMORE CHRISTOPHER PASILLAS JOSE ANTHONY II | ASCAP | 0265 | ALTERNATIVE | 100 | 180672 |
| INCUBUS | WISH YOU WERE HERE | BOYD BRAYDON CHARLES ENGISER MICHAEL KATHACH ALEX KILMORE CHRISTOPHER PASILLAS JOSE ANTHONY II | ASCAP | 0265 | ALTERNATIVE | 100 | 180672 |
| RENE CYR | FAKE (THING) | COREPTIC FORD | BIG | 0142 | BO | 100 | 74872 |
| JACKSON 5 | ABC | GORDY BERRY JR. MIZEL ALPHONSO J. PERREN FREDERICK BUCHANAN WALLIS LEE LUSHER RICHARDS DEBBE | ASCAP | 0290 | 70s | 100 | 310098 |
| JAMROOLIAN | COSMIC GRL | KATZ SHAWN ELMENCE KAY JASON MC KEAZIE DERECK SMITH TROY ZENDER STUART | BIG | 0080 | POP | 100 | 321235 |
| JANET JACKSON | ALL FOR YOU | GARFIELD WAYNE K JACKSON JANET DANITA LEWIS TERRY STEVEN MALAVASI MARIO ROMANI DAVID | ASCAP | 1934 | FAVORITES | 25 | 430601 |
| JANET JACKSON | ALL FOR YOU | HARRIS LEWIS/JACKSON GARFIELD ROMAN/MALAVASI SI | ASCAP | 0425 | POP | 25 | 430601 |
| JANET JACKSON | ALL FOR YOU | HARRIS LEWIS/JACKSON GARFIELD ROMAN/MALAVASI SI | ASCAP | 0425 | POP | 25 | 430601 |
| JANET JACKSON | ALL FOR YOU | HARRIS LEWIS/JACKSON GARFIELD ROMAN/MALAVASI SI | ASCAP | 0425 | POP | 25 | 430601 |
| JANET JACKSON | DOESNT REALLY MATTER | HARRIS JAMES SAMUEL III JACKSON JANET DANITA SI | ASCAP | 0082 | POP | 66.67 | 448181 |
| JANET JACKSON | SOMEONE TO CALL | BUNNETT LEE LEWIS TERRY STEVEN JACKSON JANET DANITA SI | ASCAP | 0731 | POP | 20.52 | 430621 |
| JANET JACKSON | MY LOVER | HARRIS JAMES SAMUEL JACKSON JANET DANITA SI | ASCAP | 0731 | POP | 20.52 | 430621 |
| JANET JACKSON | TOGETHER AGAIN | HARRIS JAMES SAMUEL III JACKSON JANET DANITA SI | ASCAP/BML | 0028 | POP | 50 | 430621 |

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| JANET JACKSON | TOGETHER AGAIN (VERSION 2) | HARRIS JAMES SAMUEL D JACKSON JANET DAMITA JO LEWIS TERRY STEVEN | ASCAP/BMI | 0034 | POP | 50 | 493621 |
| JENNIFER LOPEZ | LOVE DON'T COST A THING | FRANKLIN GEORGETTE MICHAEL HARRIS AMILLE DANIELLE (US 1) LAWSON GREGORY DEAN MONROE JEREMY SHARPE DAMON DAVIS ROBERT BERKELEY DENNIS CATHERINE ROSEANNE | ASCAP | 0246 | POP | 496558 | 12.5 |
| KYLE MINOGUE | CAN'T GET YOU OUT OF MY HEAD | DAVIS ROBERT BERKELEY DENNIS CATHERINE ROSEANNE | ASCAP | 0884 | POP | 50 | 460390 |
| KYLE MINOGUE | SPINNING AROUND | ABDUL PAULA J BRYAN OSBORNE GOULD JR DIO GUARDI KARA ELIZABETH SCHICKMAN IRA STEVEN | ASCAP | 0074 | POP | 15 | 438815 |
| LEANN RIMES | I NEED YOU | MATKOSKY LACY | ASCAP | 0496 | POP | 50 | 391051 |
| LILO BOW WOW | BOW WOW (THAT'S MY NAME) | SHIDER CLINTON SPRADLE YICOX BROADUS DUFRN | ASCAP ASCAP | 0449 | POP RAP | 50 65 | |
| M. GAY & T. TERRELL | AIN'T NO MOUNTAIN HIGH ENOUGH AGAINST ALL ODDS | SIMPSON WASHFORD | ASCAP | 0134 | 80s | 100 | 340124 |
| MARIA CAREY WESTLIFE | HEARTBREAKER | COLLINS PHILIP DAVID CHARLES CAREY MARIAH CARTER SHAWN C CHASE LINCOLN COHEN JEFFREY E ELLISTON SHIRLEY WALDEN NARADA MICHAEL | ASCAP ASCAP/BMI | 0189 0133 | POP | 100 28.33 | 165513 .393922 |
| MARIAH CAREY | NEVER TOO FAR AWAY | CAREY MARIAH HARRIS JAMES SAMUEL LEWIS TERRY STEVEN | ASCAP | 0985 | POP | 50 | 503004 |
| MEL C | I TURN TO YOU | CHISHOLM STEINBERG NO WELLS | ASCAP | 0118 | POP | 66.67 | 455630 |
| MELANIE B | LULLABY | MILLINS | BMI | 0734 | POP | 100 | 378990 |
| MICHAEL JACKSON | YOU ROCK MY WORLD | JACKSON MICHAEL JOE JERKINS FREDDOE D II JERKINS RODNEY ROY PAYNE NORA SHENA | ASCAP | 0939 | POP | 40 | 502303 |
| MICHAEL JACKSON | YOU ROCK MY WORLD | DANIELS LASHAWN AMEEN JACKSON MICHAEL JOE JERKINS FREDDOE D II JERKINS RODNEY ROY PAYNE NORA SHENA | ASCAP | 1507 | POP | 40 | 502303 |
| MIKE OLDFIELD | TUBULAR BELLS | OLDFIELD MICHAEL GORDON | ASCAP | 1369 | FAVORITES | 100 | 212685 |

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| MISSY ELLIOT | ONE MINUTE MAN | BRIDGES CHRISTOPHER BRIAN ELLIOTT MELISSA A MC SLEY TIMOTHY Z POMERANZ DAVID (TYMAN) | ASCAP | 0917 | POP | 25 | 503518 |
| MYSTIKAL | DANGER (BEEN SO LONG) | HUGO CHARLES EDWARD TYLER MICHAEL L WILLIAMS PHARRELL L | ASCAP/BMI | 0313 | POP | 66.67 | 466912 |
| NENA | 99 LUFTBALLONS | FAHRENKROG PETERSEN JOERN KARGES CARLO | ASCAP | 278 | POP | 100 | 21211 |
| OPM | HEAVEN IS A HALF PIPE | EDNEY JOHN CHARLES MESCHERY MATTHEW THOMAS TURNER GEOFFREY H | ASCAP | 0919 | ALTERNATIVE | 100 | 456035 |
| OUTKAST | MS. JACKSON | PATTON BENJAMIN SHEAT S | ASCAP | 0271 | RAP | 16.57 | 466832 |
| P DADDY AND THE BAD BOY FAMILY | BAD BOY FOR LIFE | CURRY GROSS ROSS FISCH EV | ASCAP | 0999 | RAP | 30 | 500201 |
| PHIL COLLINS | EASY LOVER | BAILEY PHILIP JAMES COLLINS PHILIP DAVID CHARLES | ASCAP | 0458 | 80s | 50 | 436024 |
| PRODIGY | PIRESTARTER | EAST NATHAN HARRELL DEAL KM DUDLEY AINE JENNIFER FLINT KEITH CHARLES HORN TREVOR CHARLES HOWLETT LIAM PAUL PARIS JECZALK JONATHAN EDWARD STEPH LANGAN GARY MICHAEL HOWLETT LIAM PAUL | ASCAP | 1372 | ROCK | 40.75 | 313431 |
| PRODIGY | FUNKY SHIT | DIAMOND MICHAEL LOUIS HOROWITZ ADAM KEEFE HOWLETT LIAM PAUL PARIS YAUCH ADAM NATHANIEL SMITH | ASCAP | 54 | ROCK | 85 | 311502 |
| QUEEN | BOHEMIAN RHAPSODY | MERCURY FREDERICK | ASCAP | 1032 | POP | 100 | 147152 |
| QUEEN | WE ARE THE CHAMPIONS | MERCURY FREDERICK | BMI | 1338 | FAVORITES | 100 | 145163 |
| ROBBIE WILLIAMS | KIDS | CHAMBERS GUY ANTHONY WILLIAMS ROBERT PETER | ASCAP | 0239 | ROCK | 50 | 453930 |
| ROBBIE WILLIAMS | ROCK DJ | CHAMBERS GUY ANTHONY MOULD KELVIN ANDREWS PARIS EKUNDAYO PIGFORD NELSON R WILLIAMS ROBERT | ASCAP | 0094 | ROCK | 22 | 440961 |
| ROBBIE WILLIAMS | SUPREME | CHAMBERS GUY ANTHONY FEKARIS DINO PERREN FREDERICK J WILLIAMS ROBERT PETER | ASCAP | 0240 | ROCK | 17.5 | 453932 |

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| SHAGGY | ANGEL | TAYLOR CHIP ERTEGUN AHMET MILLER STEVE EDDIE TEX CURTIS | ASCAP/BMI | 0528 | POP | 50 | 466913 |
| SHAGGY | DANCE AND SHOUT | BURRELL ORVILLE HARRIS JAMES SAMUEL JACKSON MICHAEL JOE JACKSON STEVEN RANDALL LEWIS TERRY STEVEN | ASCAP | 1443 | POP | 6.25 | 453509 |
| SHAGGY | DANCE AND SHOUT | BURRELL ORVILLE HARRIS JAMES SAMUEL JACKSON MICHAEL JOE JACKSON STEVEN RANDALL LEWIS TERRY STEVEN | ASCAP | 1443 | RAP | 6.25 | 453509 |
| SIMPLY RED | HOLDING BACK THE YEARS | HUCKNALL MICHAEL JAMES MOSS NEIL | ASCAP | 0300 | 80s | 100 | 29984 |
| SONIQUE | SKY | CLARKE SONIA MARINA NOWELS RICHARD W JR | ASCAP | 0218 | POP | 50 | 443370 |
| SPICE GIRLS | ROLLER | BECKHAM VICTORIA CAROLINE BROWN MELANIE JANINE BUNTON EMMA LEE CHISHOLM MELANIE JAYNE DANIELS LASHAWN AMEEN | ASCAP | 0182 | POP | 89 | 456520 |
| SUM 41 | IN TOO DEEP | NORI GREIG ANDREW WHIBLEY DERYCK JASON | ASCAP | 1625 | POP | 60 | 407432 |
| SUM 41 | FAT UP | BAKSH DAVE JOCZ STEVE NORI GREIG ANDREW WHIBLEY DERYCK JASON | ASCAP | 1318 | POP | 50 | 486851 |
| TEXAS | I DON'T WANT A LOVER | MC ELHONE JOHN SPITERI SHARLEEN | ASCAP | 0770 | POP | 100 | 221802 |
| TEXAS | INNER SMILE | ALEXANDER GREGORY F MC ELHONE JOHN NOWELS RICHARD W JR SPITERI SHARLEEN | ASCAP | 0262 | POP | 75 | 455923 |
| THEME | THE GOOD, THE BAD AND THE UGLY | MORRICONE | BMI | 0953 | FAVORITES | 100 | 62252 |
| THEME | GHOSTBUSTERS | PARKER, JR. | ASCAP | 0939 | MOVIES/TV | 25 | 105637 |
| THEME | PINK PANTHER | H. MANCINI | ASCAP | 0923 | MOVIES/TV | 25 | 60200 |
| TOPLOADER | DANCY IN THE MOONLIGHT | KELLY | ASCAP | 0038 | POP | 100 | 62532 |
| TRAIN | DROPS OF JUPITER | COUN CHARLIE HOTOHISS ROBERT S MOWHAN PATRICK T STAFFORD JIMMY W. UNDERWOOD SCOTT MICHAEL | ASCAP | 0762 | POP | 100 | 470326 |

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Ringtone License

THIS AGREEMENT (the "Agreement") is made March 31, 2002 ("Effective Date"), by and between MIDIRingtones, LLC, ("Licensee"), 380 Jackson Street, Suite #700, St. Paul, Minnesota 55101, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(b) "Dollars" and "Cents" mean United States Dollars and Cents.

(c) "Download," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

(d) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(e) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.

(f) "Musical composition" means a combination of melody and rhythm, which may utilize lyrics in synchronization therewith; provided however, the parties hereto acknowledge and agree that EMI Ringtones contain no lyrics whatsoever.

(g) "Network" means the Website (as defined below) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels limited to Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall include a file encryption format that will prevent an EMI Ringtone encrypted in such format to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which will cause a wireless device to announce the reception of an incoming telephone call by playing a pre-determined instrumental melodic sequence of a musical composition.

(j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Website without first being served from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Website" means Licensee's proprietary Website on the Internet having a URL of <http://www.midiringtones.com>.

(n) "Wireless Device" means a mobile telephone.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule C ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, Carole King, John Mellencamp, Rod Stewart, James Taylor, Vangelis and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Queen, Rolling Stones and Red Hot Chili Peppers, are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device); and

(iii) Subject to paragraph 8 below, to "stream" up to [twenty-five (0:25) seconds] of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network; provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

The "Term" shall be one (1) year, commencing March 31, 2002 and terminating March 30, 2003 (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, Licensee shall pay to Publisher a non-returnable, recoupable "Advance" of Seven Thousand Five Hundred (\$7,500.00) Dollars, which shall be paid upon execution of this Agreement.

(c) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of the retail selling price of each Download Sold to a consumer, with a minimum royalty for each Download Sold of Ten (US\$.10) Cents.

(d) Upon recoupment of the Advance set forth in subparagraph (b) by the Royalties generated as set forth in subparagraph (c), Licensee shall pay to Publisher Royalties as set forth in subparagraph (c). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(e) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(f) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition or to the publisher of a musical composition to be included in any Ringtone, or to a record company licensing a master recording to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition or a master recording to Licensee for use in Ringtones.

7. Accounting

(a) Licensee shall pay Royalties and account to Publisher on a quarterly basis, and said payments/accountings shall be accompanied by statements (which must be provided electronically, if so requested by Publisher), indicating, on a country-by-country, and EMI Composition-by-EMI Composition basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher with online access to data collected from real-time monitoring of the Network which data shall include, without limitation, information to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Marsha Tannenbaum, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI and SOCAN is subject to clearance of the performing right either from Publisher, ASCAP, BMI, SOCAN or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from

Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtones. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to (i) rent or lease an EMI Ringtones, (ii) use the lyric of an Approved Composition, (iii) parody the music of an Approved Composition, (iv) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials, (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtones on the Network.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved

Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtones actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue, 36th Floor
New York, New York 10019
Attention: Marsha Tannenbaum

To Licensee: Midi Ringtones, LLC
380 Jackson Street, Suite #700
St. Paul, Minnesota 55101
Attention: Curt Fluegel

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air-express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of

a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 

An authorized signatory

MIDIRinglones, LLC

By: 

An authorized signatory

Faith from SBC

Ringtone License

Song 2(d)

THIS AGREEMENT (the "Agreement") is made May 29, 2002 ("Effective Date"), by and between Faith West Inc. ("Licensee"), with offices at 303 Twin Dolphin Drive, 6th Floor, Redwood City, California 94065, and EMI Entertainment World, Inc. ("EMI"), with offices at 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(b) "Dollars" and "Cents" mean United States Dollars and Cents.

(c) "Download," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

(d) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(e) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.

(f) "Musical composition" means a combination of melody and rhythm, which may utilize lyrics in synchronization therewith; provided however, the parties hereto acknowledge and agree that EMI Ringtones contain no lyrics whatsoever.

(g) "Network" means the Website (as defined below) and Approved Third Party Websites (as defined below) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels limited to Internet, cable, satellite, web, WAP, SMS, or cellular transmission; provided said channel shall include a file format which ensures that files containing EMI Ringtones cannot be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which will cause a wireless device to announce the reception of an incoming telephone call by playing a pre-determined instrumental melodic sequence of a musical composition.

(j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived on any Website (including Approved Third Party Websites) or offered for sale through any Website (including Approved Third Party Websites) without first being served from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Third Party Website" means a third party's proprietary website from which Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Third Party Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Third Party Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Third Party Website to verify the nature of business conducted on said Third Party Website. If Publisher approves said Third Party Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Third Party Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Third Party Website(s)"). Upon execution of this agreement, the parties acknowledge that the following websites have been pre-approved by Publisher as Approved Third Party Websites: <http://www.verizonwireless.com/modtones>, and <http://www.modtones.verizonwireless.com>. *of 850*

(n) "Website" means Licensee's proprietary Website on the Internet having a URL of <http://www.modtones.com>.

(o) "Wireless Device" means a mobile telephone.

(p) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, Carole King, John Mellencamp, Rod Stewart, James Taylor, Vangelis and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, and Red Hot Chili Peppers, are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device); and

(iii) Subject to paragraph 8 below, to "stream" up to twenty-five (0:25) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in

digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States.

5. Term

The "Term" shall be one (1) year, commencing May 29, 2002 and terminating May 28, 2003 (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) For each calendar quarter during the Term, Licensee shall pay Publisher a one-time fee equal to Publisher's Prorata Share of Twenty Five (US\$25.00) Dollars for each EMI Ringtone template uploaded to the Server during said quarter ("Upload Fee"), from which copies may be created and distributed to a consumer when a Download is Sold to said consumer.

(c) In consideration of the rights granted hereunder, Licensee shall pay to Publisher a non-returnable, recoupable "Advance" of Two Thousand Five Hundred (\$2,500.00) Dollars, which shall be paid upon execution of this Agreement.

(d) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of the retail selling price of each Download Sold to a consumer, with a minimum royalty for each Download Sold of (Publisher's Pro Rata Share of) Ten (US\$10) Cents.

(e) Upon recoupment of the Advance set forth in subparagraph (c) by the Royalties generated as set forth in subparagraph (d), Licensee shall pay to Publisher Royalties as set forth in subparagraph (d). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(f) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(g) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition or to the publisher of a musical composition to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition to Licensee for use in Ringtones. In the event Licensee cannot make such agreements available in their entirety due to prior obligations (including without limitation "confidentiality" obligations) with said third parties, Licensee shall, upon Publisher's request, supply to Publisher the information contained in these agreements with respect to fees and rights granted, and Licensee hereby represents and warrants that said information will be true and correct.

7. Accounting

(a) Licensee shall pay Royalties and account to Publisher on a quarterly basis, and said payments/accountings shall be accompanied by statements (which must be provided electronically, if so requested by Publisher), indicating, on a EMI Composition-by-EMI Composition, and Website-by-Website (i.e. statements to include both the Website and all Approved Third Party Websites) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher with access to data collected from monitoring of the Network which data shall include only information to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones. For purposes of clarification, Publisher shall have no access to information pertaining to individual users.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Barbara Adams, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written

request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) Except as provided in paragraph 11(b) below, it is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI").

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI is subject to clearance of the performing right either from Publisher, ASCAP, BMI or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. Except as otherwise provided herein, no individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) use the lyric of an Approved Composition, (iii) parody the music of an Approved Composition, (iv) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (vi) synchronize (or authorize others to synchronize) any Approved

Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials, (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any

Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Publisher acknowledges that the Ringtones contemplated in this subparagraph (b) shall be royalty-free.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify

Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue, 36th Floor
New York, New York 10019
Attention: Susan Bailey-Lemansky

To Licensee: Faith West Inc.
303 Twin Dolphin Drive, 6th Floor
Redwood City, California 94065
Attention: Carolynne Schloeder, Executive Vice-President

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also

irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder, in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

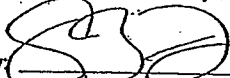
(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous


This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 
An authorized signatory

Faith West Inc.

By: 
An authorized signatory

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALlico MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

SCHEDULE C
to the Agreement dated May 29, 2002, by and between
EMI Entertainment World, Inc. and Faith West Inc.
(pursuant to paragraph 1(m))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated May 29, 2002, by and between EMI Entertainment World, Inc. and Faith West Inc. (the "Agreement"), to be effective as of the date hereof, to make the following Third Party Website(s) constitute Approved Third Party Website(s), and thus part of the Network.

1. The URL of the proposed Third Party Website(s) covered by this Addendum is/are:

http://www.[

]

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World, Inc.

Faith West Inc.

By: _____

By: _____

SCHEDULE D.
to the Agreement dated May 29, 2002, by and between
EMI Entertainment World, Inc. and Faith West Inc.
(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated May 29, 2002, by and between EMI Entertainment World, Inc. and Faith West Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The musical composition(s) (the "EMI Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)"] (%).
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____].
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

[EMI PUBLISHER]

Faith West Inc.

By: _____

By: _____

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: December 19, 2002

Faith West Inc.
500 Third Street, Suite 410
San Francisco, California 94107
Attention: Cindy Lundin

AMENDMENT

When signed by Faith West Inc. ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated December 19, 2002, effective as of May 29, 2002 (the "Amendment"), to the certain license agreement between Licensee and EMI dated May 29, 2002, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Extended Term:

In consideration of Licensee's continued fulfillment of all its obligations under the Agreement, and for other good and valuable consideration, EMI hereby agrees to extend the Term of the grant of rights set forth in the Agreement for an additional period of one (1) year. For purposes of clarification, the "Term" of the Agreement shall be two (2) years, commencing May 29, 2002 and terminating May 28, 2004.

3. Amended Grant of Rights:

Paragraph 3(a)(iii) of the Agreement is hereby deemed deleted, and the following paragraphs 3(a)(iii) and 3(a)(iv) are hereby deemed added in its place:

"(iii) To re-send or otherwise distribute EMI Ringtones to Wireless Devices free of charge in the event such EMI Ringtones were deleted, through no fault of Licensee, except in the case of Licensee's repairing or upgrading the software in a Wireless Device, from such Wireless Devices by the consumers of such Wireless Devices, but only if such EMI Ringtones had been previously purchased by such consumers (collectively, "Replaced EMI Ringtones"). For purposes of clarification, a consumer who misplaces, or becomes dispossessed of his/her Wireless Device, or a consumer who purchases a new Wireless Device shall not be qualified to receive the "free-of-charge" Replaced EMI Ringtones contemplated in this subparagraph (iii); and

(iv) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file."

dm

4. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

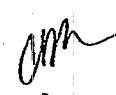
IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By: 

Faith West Inc.

By: 



FROM FAITH WEST INC

FAX NO. :4155433290

Aug. 11 2004 12:13PM P2

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: August 10, 2004

Faith West Inc.
500 Third Street, Suite 410
San Francisco, California 94107
Attention: Jonas Gerber

AMENDMENT

When signed by Faith West Inc. ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated August 10, 2004, effective as of May 29, 2004 (the "Amendment"), to the certain license agreement between Licensee and EMI dated May 29, 2002, and the amendment to that license, dated December 19, 2002, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Extended Term:

In consideration of Licensee's continued fulfillment of all its obligations under the Agreement, and for other good and valuable consideration, EMI hereby agrees to extend the Term of the grant of rights set forth in the Agreement for an additional period of one (1) year. For purposes of clarification, the "Term" of the Agreement shall be two (2) years, commencing May 29, 2004 and terminating May 28, 2006.

3. Amended Grant of Rights:

Paragraph 3(a)(iii) of the Agreement is hereby deemed deleted, and the following paragraphs 3(a)(iii) and 3(a)(iv) are hereby deemed added in its place:

(iii) To re-send or otherwise distribute EMI Ringtones to Wireless Devices free of charge in the event such EMI Ringtones were deleted, through no fault of Licensee, except in the case of Licensee's repairing or upgrading the software in a Wireless Device, from such Wireless Devices by the consumers of such Wireless Devices, but only if such EMI Ringtones had been previously purchased by such consumers (collectively, "Replaced EMI Ringtones"). For purposes of clarification, a consumer who misplaces, or becomes dispossessed of his/her Wireless Device, or a consumer who purchases a new Wireless Device shall not be qualified to receive the "free-of-charge" Replaced EMI Ringtones contemplated in this subparagraph (iii); and

(iv) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file."

58

FROM : FAITH WEST INC.

FAX NO. : 4155433290

Aug. 11 2004 12:14PM P3

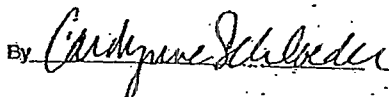
4. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By 

Faith West Inc.

By 

38

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: August 10, 2004

Faith West Inc.
500 Third Street, Suite 410
San Francisco, California 94107
Attention: Jonas Gerber

AMENDMENT

When signed by Faith West Inc. ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated August 10, 2004, effective as of May 29, 2004 (the "Amendment"), to the certain license agreement between Licensee and EMI dated May 29, 2002, and the amendment to that license, dated December 19, 2002, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Extended Term:

In consideration of Licensee's continued fulfillment of all its obligations under the Agreement, and for other good and valuable consideration, EMI hereby agrees to extend the Term of the grant of rights set forth in the Agreement for an additional period of one (1) year. For purposes of clarification, the "Term" of the Agreement shall be two (2) years, commencing May 29, 2004 and terminating May 28, 2006.

3. Amended Grant of Rights:

Paragraph 3(a)(iii) of the Agreement is hereby deemed deleted, and the following paragraphs 3(a)(iii) and 3(a)(iv) are hereby deemed added in its place:

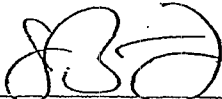
"(iii) To re-send or otherwise distribute EMI Ringtones to Wireless Devices free of charge in the event such EMI Ringtones were deleted, through no fault of Licensee, except in the case of Licensee's repairing or upgrading the software in a Wireless Device, from such Wireless Devices by the consumers of such Wireless Devices, but only if such EMI Ringtones had been previously purchased by such consumers (collectively, "Replaced EMI Ringtones"). For purposes of clarification, a consumer who misplaces, or becomes dispossessed of his/her Wireless Device, or a consumer who purchases a new Wireless Device shall not be qualified to receive the "free-of-charge" Replaced EMI Ringtones contemplated in this subparagraph (iii); and

(iv) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file."

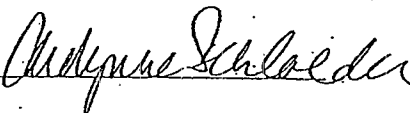
4. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By 

Faith West Inc.

By 

Moviso from SBC

Ringtone License

Song 2(d)

THIS AGREEMENT (the "Agreement") is made as of June 1, 2002 ("Effective Date"), by and between, on one hand, Premium Wireless Services USA, Inc. d/b/a "Moviso", 10940 Wilshire Boulevard, 9th Floor, Los Angeles, California 90024 ("PWS USA") and Premium Wireless Services, Inc. Canada ("PWS Canada"), 11 Wembley Road, Toronto, Ontario M6C 2E8 (collectively, "Licensee"), and, on the other hand, EMI Entertainment World, Inc., 810 Seventh Avenue, New York, New York 10019 ("EMI").

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval; for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(b) "Dollars" and "Cents" mean United States Dollars and Cents.

(c) "Download," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

(d) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(e) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.

(f) "Musical composition" means a combination of melody and rhythm, which may utilize lyrics in synchronization therewith; provided however, the parties hereto acknowledge and agree that EMI Ringtones contain no lyrics whatsoever.

(g) "Network" means the Website (as defined below) and Approved Third Party Websites (as defined below) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels limited to Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall include a file encryption format that will prevent an EMI Ringtone encrypted in such format to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which will cause a wireless device to announce the reception of an incoming telephone call by playing a pre-determined instrumental melodic sequence of a musical composition.

(j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(k) "Server" means Licensee's proprietary Internet server(s) on which templates of the EMI Ringtones licensed hereunder will exclusively reside; and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Website or through an Approved Third Party Website without first being served from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Third Party Website" means a third party client's proprietary website from which Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Third Party Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Third Party Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Third Party Website to verify the nature of business conducted on said Third Party Website. If Publisher approves said Third Party Website(s), and said approval shall not be unreasonably withheld or delayed, it shall counter-execute said Addendum and send a copy to Licensee, and the Third Party Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Third Party Website(s)"). Upon the execution of this agreement, the parties acknowledge that the following are deemed Approved Third Party Websites: <http://www.yourmobile.com>; <http://www.verizon.com>; <http://www.voicestream.com>; www.vn.com; <http://www.cingular.com>; <http://www.alltel.com>; www.virginmobile.com; www.mp3.com; Spy Wireless [URL to be determined]; www.aol.com; www.yahoo.com; www.uscellular.com; www.motown.com; www.universalmusic.com; www.universalphictures.com; www.islanddefjam.com; www.midwestwireless.com; <http://wireless.sonymusic.com>; <http://us.yourmobile.com>; www.bellmobility.com; www.rogersatt.ca; and <http://fidoen.yourmobile.com>.

(n) "Website" means Licensee's proprietary Website on the Internet having a URL of <http://www.moviso.com>.

(o) "Wireless Device" means a mobile telephone, pager, or personal digital assistants.

(p) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions." Throughout the Term, Publisher may send replacement Schedule B's which expand the list of Compositions, of which all Compositions therein included shall be deemed Approved Compositions upon Licensee's receipt of said updated Schedule B's.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, Carole King, John Mellencamp, Rod Stewart, James Taylor, Vangelis and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Tool and Red Hot Chili Peppers, are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device); and

(iii) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole

purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

The "Term" shall be one (1) year, commencing May 31, 2002 and terminating May 30, 2003 (the "Expiration Date"); Publisher acknowledges that EMI Ringtones shall be made available for Download immediately upon the mutual execution of this Agreement. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) (i) In consideration of the rights granted hereunder in EMI Ringtones to be distributed throughout Canada, PWS Canada shall pay to Publisher a non-returnable, recoupable "Canadian Advance" of Ten Thousand (US\$10,000.00) Dollars, upon execution hereof.

(ii) For each calendar quarter during the Term, PWS Canada shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of the retail selling price of each Download Sold to a consumer in Canada, with a minimum royalty for each Download Sold of (Publisher's Prorata Share of) Ten (US\$.10) Cents (the "Canadian Royalties").

(iii) Upon recoupment of the Canadian Advance set forth in subparagraph (b)(i) by the Canadian Royalties generated as set forth in subparagraph (b)(ii), PWS Canada shall pay to Publisher Canadian Royalties as set forth in subparagraph (b)(ii). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(c) (i) In consideration of the rights granted hereunder in EMI Ringtones to be distributed throughout the United States, PWS USA shall pay to Publisher a non-returnable, recoupable "U.S. Advance" of Ten Thousand (US\$10,000.00) Dollars, upon execution hereof.

(ii) For each calendar quarter during the Term, PWS USA shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of the retail selling price of each Download Sold to a consumer in the United States, with a minimum royalty for each Download Sold of (Publisher's Prorata Share of) Ten (US\$.10) Cents (the "U.S. Royalties").

(iii) Upon recoupment of the U.S. Advance set forth in subparagraph (c)(i) by the U.S. Royalties generated as set forth in subparagraph (c)(ii), PWS USA shall pay to Publisher U.S. Royalties as set forth in subparagraph (c)(ii). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(iv) If, on or by November 30, 2002, U.S. Royalties have not accrued at least Twenty Thousand (\$20,000.00) Dollars; then PWS USA will immediately pay to Publisher (on December 1, 2002) an additional non-returnable, recoupable sum, equal to the difference between Ten Thousand (US\$10,000.00) Dollars and the amount actually accrued to Publisher from U.S. Royalties on or by November 30, 2002 over and above the already-recouped U.S. Advance.

(v) Once Licensee has recouped from U.S. Royalties an amount equal to two (2) times the U.S. Advance, Licensee may thereafter use U.S. Royalties to recoup whatever remains of the Canadian Advance, to the extent the Canadian Advance has not already been recouped by Canadian Royalties.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition or to the publisher of a musical composition to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition to Licensee for use in Ringtones.

7. Accounting

(a) Licensee shall pay Royalties and account to Publisher on a quarterly basis, and said payments/accountings shall be accompanied by statements (which must be provided electronically, if so requested by Publisher), indicating, on a country-by-country, EMI Composition-by-EMI Composition, and Website-by-Website (i.e. statements to include both the Website and all Approved Third Party Websites) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within one hundred twenty (120) days of the Effective Date, also provide Publisher with online access to data collected from real-time monitoring of the Network which data shall include, without limitation, information to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal-office hours, to examine the books and records of

Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Susan Bailey-Lemansky, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement; time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States; and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI and SOCAN is subject to clearance of the performing right either from Publisher, ASCAP, BMI, SOCAN or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) use the lyric of an Approved Composition, (iii) parody the music of an Approved Composition, (iv) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials, (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to

completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For-Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Susan Bailey-Lemansky

To Licensee: Premium Wireless Services USA, Inc. or
Premium Wireless Services, Inc. Canada (as applicable)
10940 Wilshire Boulevard, 9th Floor
Los Angeles, California 90024
Attention: Dean Newton

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that

(a) all materials personally delivered shall be deemed served when actually received by the party to

whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

The parties agree that all information with respect to this agreement, whether furnished by one party to the other or otherwise acquired by one party in the course of business with the other party, shall be kept confidential. Such information shall not be disclosed at any time to any party except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. No party may use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to

[REDACTED]

this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

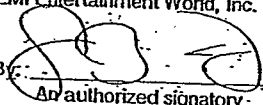
(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous


This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 
An authorized signatory

Premium Wireless Services USA, Inc.

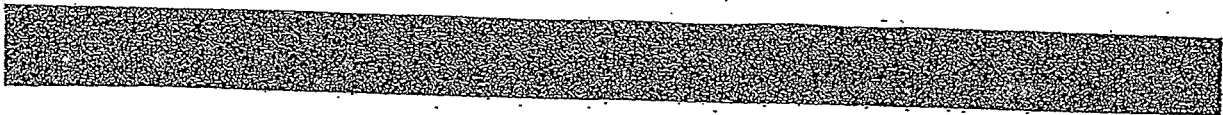
By: 
An authorized signatory

Premium Wireless Services, Inc. Canada

By: 
An authorized signatory

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)



SCHEDULE C
to the Agreement dated June 1, 2002, by and between
EMI Entertainment World, Inc., and Premium Wireless Services USA, Inc. d/b/a "Moviso" and
Premium Wireless Services, Inc. Canada
(pursuant to paragraph 1(n))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement (the "Agreement") dated June 1, 2002, by and between EMI Entertainment World, Inc. and Premium Wireless Services USA, Inc. d/b/a "Moviso" and Premium Wireless Services, Inc. Canada (collectively "Licensee"), to be effective as of the date hereof, to make the following Third Party Website(s) constitute Approved Third Party Website(s), and thus part of the Network:

1. The URL of the proposed Third Party Website(s) covered by this Addendum is/are:
http://www.[]
2. All terms and conditions of the Agreement shall remain in full force and effect.

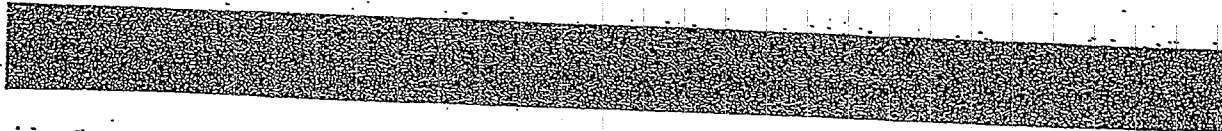
IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World, Inc.:

Licensee

By: _____

By: _____



SCHEDULE D
to the Agreement dated June 1, 2002, by and between
EMI Entertainment World, Inc., and Premium Wireless Services USA, Inc. d/b/a "Moviso" and
Premium Wireless Services, Inc. Canada (pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement (the "Agreement") dated June 1, 2002, by and between EMI
Entertainment World, Inc. Premium Wireless Services USA, Inc. d/b/a "Moviso" and Premium Wireless
Services, Inc. Canada (collectively "Licensee"), to be effective as of the date hereof covering the use of
the Compositions listed below:

1. The musical composition(s) (the "EMI Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)"] (%).
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled
_____, the country(ies) of _____].
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the
date above written.

[EMI PUBLISHER]

Licensee

By: _____

By: _____



SCHEDULE C

to the Agreement dated June 1, 2002, by and between
EMI Entertainment World, Inc., and Premium Wireless Services USA, Inc. d/b/a
"Moviso" and Premium Wireless Services, Inc. Canada
(pursuant to paragraph 1(n))

ADDENDUM OF RIGHTS

Dated: December 5th 2002

ADDENDUM to the Agreement (the "Agreement") dated June 1, 2002, by and between
EMI Entertainment World, Inc. and Premium Wireless Services USA, Inc. d/b/a "Moviso"
and Premium Wireless Services, Inc. Canada (collectively "Licensee"), to be effective as
of the date hereof, to make the following Third Party Website(s) constitute Approved
Third Party Website(s), and thus part of the Network.

1. The URL of the proposed Third Party Website(s) covered by this Addendum
is/are:


<http://www.nokia.com>
<http://www.yamaha.com>
<http://www.primedia.com>
<http://www.AmericanGreetings.com>
<http://www.boostmobile.com>
<http://www.tmobile.com>
7-eleven: <http://www.speakout.yourmobile.com>
<http://www.delconn.com>
<http://www.beatgreet.com>

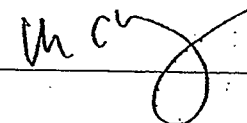
2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be
executed as of the date above written.

EMI Entertainment World, Inc.

Licensee

By: 

By: 

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: December 19, 2002

Premium Wireless Services USA, Inc. d/b/a Moviso
Premium Wireless Services, Inc. Canada
Attention: Ian Newton

AMENDMENT

When signed by Premium Wireless Services USA, Inc. d/b/a Moviso and Premium Wireless Services, Inc. Canada (collectively, "Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated December 19, 2002 (the "Amendment"), to the certain license agreement between Licensee and EMI dated June 1, 2002, effective as of May 31, 2002, in force immediately prior to the execution of this Amendment (the "Agreement").

1. Expressions used herein, unless herein separately defined, shall have the same meaning as in the Agreement.

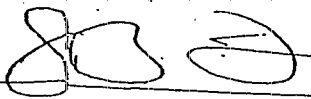
2. Extended Term:

In consideration of Licensee's continued fulfillment of all its obligations under the Agreement and for other good and valuable consideration, EMI hereby agrees to extend the Term of grant of rights set forth in the Agreement for an additional period of one (1) year. For purpose of clarification, the "Term" of the Agreement shall be two (2) years, commencing May 31, 2002 and terminating May 30, 2004.

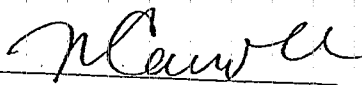
3. Not as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

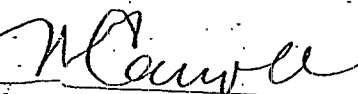
By 

Premium Wireless Services, Inc. Canada

By 

1/10/03

Premium Wireless Services USA, Inc. d/b/a Moviso

By 
1/10/03

MDN

EXECUTED
ORIGINAL

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: July 1, 2003

Premium Wireless Services USA, Inc. d/b/a Moviso
Premium Wireless Services, Inc. Canada
Attention: Dean Newton

AMENDMENT

When signed by Premium Wireless Services USA, Inc. d/b/a Moviso Premium Wireless Services, Inc. Canada ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated July 1, 2003 (the "Amendment"), to the certain license agreement between Licensee and EMI effective as of June 1, 2002, as amended on December 19, 2002, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Expanded Territory:

In consideration of Licensee's continued fulfillment of all its obligations under the Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, for the remainder of the Term of the Agreement, EMI hereby agrees to expand the Territory of the grant of rights set forth in the Agreement to include the countries of Brazil, Chile, Venezuela and Mexico.

3. Clarification re: Performing Rights in Expanded Territory

It is understood and agreed that clearance by performing rights societies in such portion of the each country of the hereby-expanded Territory will be in accordance with their practices and payments of its customary fees.

4. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By 

Premium Wireless Services, Inc. Canada

By 

Premium Wireless Services, USA Inc. d/b/a Moviso

By 

EXECUTED ORIGINAL

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: August 10, 2004

Premium Wireless Services USA, Inc. d/b/a/ Moviso
Premium Wireless Services, Inc. Canada
Attention: Dean Newton

AMENDMENT

When signed by Premium Wireless Services USA, Inc. d/b/a/ Moviso Premium Wireless Services, Inc. Canada (collectively, "Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated August 10, 2004 (the "Amendment"), to the certain license agreement between Licensee and EMI dated June 1, 2002 and an amendment dated December 19, 2002, effective as of May 31, 2002, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Extended Term:

In consideration of Licensee's continued fulfillment of all its obligations under the Agreement, and for other good and valuable consideration, EMI hereby agrees to extend the Term of the grant of rights set forth in the Agreement for an additional period of two (2) years. For purposes of clarification, the "Term" of the Agreement shall be two (2) years, commencing May 31, 2004 and terminating May 30, 2006.

3. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By 

Premium Wireless Services USA, Inc. d/b/a/ Moviso
Premium Wireless Services, Inc. Canada

By 

M. Dean Newton
Vice President, Entertainment Media
& Business Affairs
InfoSpace Mobile

[REDACTED]

SCHEDULE C
to the Agreement dated June 1, 2002, by and between
EMI Entertainment World, Inc., and Premium Wireless Services USA, Inc. d/b/a "Moviso"
and Premium Wireless Services, Inc. Canada
(pursuant to paragraph 1(n))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement (the "Agreement") dated June 1, 2002, by and between EMI Entertainment World, Inc. and Premium Wireless Services USA, Inc. d/b/a "Moviso" and Premium Wireless Services, Inc. Canada (collectively "Licensee"), to be effective as of the date hereof, to make the following Third Party Website(s) constitute Approved Third Party Website(s), and thus part of the Network.

1. The URL of the proposed Third Party Website(s) covered by this Addendum is/are:

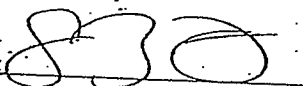
<http://www.nokiausa.com>
<http://nokiausa.yourmobile.com>
<http://nokiamusic.yourmobile.com>

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World, Inc.

Licensee

By: 

By: 

[REDACTED]

AMENDMENT

When signed by Premium Wireless Services USA, Inc. d/b/a Moviso and Premium Wireless Services, Inc. Canada (collectively, "Licensee"), 10940 Wilshire Boulevard, 9th Floor, Los Angeles, California 90024 and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019, this shall constitute an amendment, dated March 9, 2004 but effective as of October 1, 2003 (the "Effective Date"), to that certain License Agreement between Licensee and EMI dated June 1, 2002, as amended (including without limitation, by that amendment dated July 1, 2003) and as in force immediately prior to the execution of this amendment (the "Agreement") concerning the creation of Ringtones and the sale of Downloads thereof.

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Grant of Limited Rights of Performance:

(a) Notwithstanding the provisions of paragraph 6 of the Agreement, effective upon the complete execution of this amendment, EMI grants to Licensee the non-exclusive right, license, privilege and authority to publicly perform, in the United States, the Approved Compositions licensed hereunder as, and only to the extent, necessary to offer and deliver the EMI Ringtones to customers.

(b) Licensee continues to understand and agree that the public performance of each Approved Composition as embodied in an EMI Ringtone outside of the United States is still subject to clearance by performing rights societies in accordance with their customary practices and the payment of their customary fees.

3. Consideration and Accounting:

(a) In consideration of the rights granted hereunder, Licensee shall pay to EMI a royalty equal to the greater of: (i) Publisher's Prorata Share of one (1%) percent of the retail selling price of each Download Sold, in the United States, to a consumer; or (ii) one (US\$0.01) cent with respect to each Download Sold in the United States, on and after the Effective Date.

(b) For the avoidance of doubt, no royalty payable hereunder shall be available to recoup any advance paid or payable under this Agreement or any other agreement between the parties hereto.

(c) All of the provisions of the Agreement applicable to the calculation of and accounting for royalties (including, without limitation, subparagraph 6(e) and paragraph 7) shall be applicable to the royalty set forth in subparagraph 3(a) above.

4. Additional Warranty:

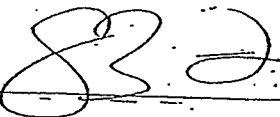
EMI warrants only that it has the legal right to grant this license and that this license is given and accepted without other warranty or recourse. If said warranty shall be breached in whole or in part, EMI shall repay to Licensee the consideration paid hereunder or hold Licensee harmless to the extent of the consideration paid for this license.

5. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency(ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

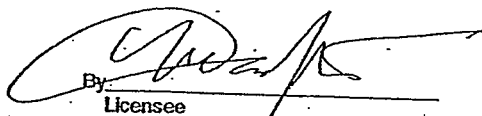
6. This Amendment shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

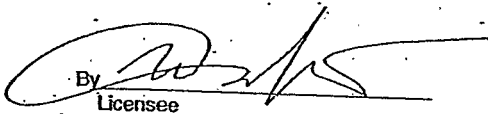
EMI Entertainment World, Inc.

By 

Premium Wireless Services USA, Inc. d/b/a Moviso

By 
Licensee

Premium Wireless Services, Inc. Canada

By 
Licensee

Faith from SBL

Song 2(d)

Enhanced Ringtone License

THIS AGREEMENT (the "Agreement") is made January 15, 2003, effective as of December 1, 2002 ("Effective Date"), by and between Faith West Inc. ("Licensee"), with offices at 500 Third Street, Suite 410, San Francisco, California 94107, and EMI Entertainment World, Inc. ("EMI"), with offices at 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record and synchronize each Approved Composition to create and distribute EMI Enhanced Ringtones (as defined below) whereby a consumer can download a copy of the EMI Enhanced Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Enhanced Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B; or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Enhanced Ringtone.

(b) "Dollars" and "Cents" mean United States Dollars and Cents.

(c) "Download," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Enhanced Ringtone to a consumer.

(d) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(e) "EMI Enhanced Ringtone" means an Enhanced Ringtone (as defined below) that features the transmission of an Approved Composition.

(f) "Enhanced Ringtone" means an audio-visual production in which an instrumental melodic sequence of a musical composition is synchronized with certain non-dramatic visual images which production may be displayed and performed on a Wireless Device to announce the reception of an incoming telephone call to said Wireless Device.

Handwritten signature

(g) "Musical composition" means a combination of melody and rhythm, which may utilize lyrics in synchronization therewith; provided however, the parties hereto acknowledge and agree that EMI Enhanced Ringtones contain no lyrics whatsoever.

(h) "Network" means the Website (as defined below) and Approved Third Party Websites (as defined below) on which EMI Enhanced Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels limited to Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall include a file format which ensures that files containing EMI Enhanced Ringtones cannot be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Enhanced Ringtone.

(i) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Enhanced Ringtones licensed hereunder will exclusively reside, and from which the EMI Enhanced Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Enhanced Ringtone shall be permanently stored or archived or offered for sale through the Website or through an Approved Third Party Website without first being served from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Third Party Website" means a third party's proprietary website from which Licensee proposes to allow EMI Enhanced Ringtones to be transmitted to consumers. For each Third Party Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Third Party Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Third Party Website to verify the nature of business conducted on said Third Party Website. If Publisher approves said Third Party Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Third Party Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Third Party Website(s)"). Upon execution of this Agreement, the parties hereby acknowledge that the following are Approved Third Party Websites: <http://www.vision.sprintpcs.com> and <http://www.verizonwireless.com>.

(n) "Website" means Licensee's proprietary Website on the Internet having a URL of <http://www.modtones.com>.

(o) "Wireless Device" means a mobile telephone.

(p) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Enhanced Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Enhanced Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, John Mellencamp, Lou Reed, Rod Stewart, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Enhanced Ringtones from the Network (including without limitation from an Approved Third Party Website) within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder, and to synchronize said portion of each Approved Composition with certain non-dramatic generic visual images for use solely in connection with the creation of an EMI Enhanced Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Enhanced Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Enhanced Ringtone such that the EMI Enhanced Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Enhanced Ringtones incidental to said transmission may be created on the Network, provided no permanent copies of the EMI Enhanced Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device);

(iii) To re-send or otherwise distribute EMI Enhanced Ringtones to Wireless Devices free of charge in the event such EMI Enhanced Ringtones were deleted, through no fault of Licensee, except in the case of Licensee's repairing or upgrading the software in a Wireless Device, from such Wireless Devices by the consumers of such Wireless Devices, but only if such EMI Enhanced Ringtones had been previously purchased by such consumers (collectively, "Replaced EMI Enhanced Ringtones"). For purposes of clarification, a consumer who misplaces, or becomes dispossessed of his/her Wireless Device, or a consumer who purchases a new Wireless Device shall not be qualified to receive the "free-of-charge" Replaced EMI Enhanced Ringtones contemplated in this subparagraph (iii); and

(iv) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Enhanced Ringtone (and the Approved Composition embedded therein) in a digital transmission for the sole purpose of allowing consumers to demonstrate or audition said Enhanced Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Enhanced Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Enhanced Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

The "Term" shall be two (2) years, commencing December 1, 2002 and terminating November 30, 2004 (the "Expiration Date"). Licensee will notify Publisher when an EMI Enhanced Ringtone is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of the retail selling price of each Download Sold to a consumer, with a minimum royalty for each Download Sold of Twenty (US\$20) Cents.

(c) Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

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(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) in the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition or to the publisher of a musical composition to be included in any Enhanced Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition to Licensee for use in Enhanced Ringtones. In the event Licensee cannot make such agreements available in their entirety due to prior obligations (including without limitation "confidentiality" obligations) with said third parties, Licensee shall, upon Publisher's request, supply to Publisher the information contained in these agreements with respect to fees and rights granted, and Licensee hereby represents and warrants that said information will be true and correct.

7. Accounting

(a) Royalties under this Agreement shall be paid by Licensee on a quarterly basis and shall be accompanied by statements (which must be provided electronically), indicating, on a EMI Enhanced Ringtone-by-EMI Enhanced Ringtone (including the title and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Third Party Websites) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher with access to data collected from monitoring of the Network which data shall include only information to permit the accurate identification, tracking and verification of Downloads of all EMI Enhanced Ringtones. For purposes of clarification, Publisher shall have no access to information pertaining to individual users.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Susan Bailey-Lemansky, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) Except as provided in paragraphs 3(a)(iii) and 11(b), it is understood and agreed that there shall be no free or bonus goods of the EMI Enhanced Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI and SOCAN is subject to clearance of the performing right either from Publisher, ASCAP, BMI, SOCAN or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Enhanced Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition, and any visual material to which said Approved Composition is synchronized, shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof.

or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to (i) rent or lease an EMI Enhanced Ringtone, (ii) use the lyric of an Approved Composition, (iii) parody the music of an Approved Composition, (iv) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audiovisual work, including without limitation in commercials, except as otherwise authorized in this agreement, (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Enhanced Ringtones available to consumers, (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for factual and/or descriptive purposes for identifying the EMI Enhanced Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an Enhanced Ringtone on the Network.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that, excepting the Approved Compositions, it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning any and all intellectual property elements embodied in or by the EMI Enhanced Ringtones, including without limitation that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Enhanced Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download EMI Enhanced Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Publisher acknowledges that the Ringtones contemplated in this subparagraph (b) shall be royalty-free.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Enhanced Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Susan Bailey-Lemansky

To Licensee: Faith West Inc.
500 Third Street, Suite 410
San Francisco, California 94107
Attention: Carolynne Schloeder, Executive Vice-President

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all

materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher, or which is in partnership with EMI and/or each such Publisher, and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the

party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

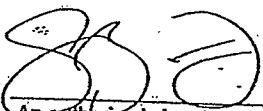
(b). If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only; and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 
An authorized signatory

Faith West Inc.

By: 
An authorized signatory

| FILE MODE | ANSMTT/STORED : AUG. 18. 2005 4:04PM OPTION | ADDRESS | FAX HEADER: EMI RESULT | PAGE |
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REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER

E-2) BUSY
E-4) NO FACSIMILE CONNECTION

Enhanced Ringtone License

THIS AGREEMENT (the "Agreement") is made January 15, 2003, effective as of December 1, 2002 ("Effective Date"), by and between Faith West Inc. ("Licensee"), with offices at 500 Third Street, Suite 410, San Francisco, California 94107, and EMI Entertainment World, Inc. ("EMI"), with offices at 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record and synchronize each Approved Composition to create and distribute EMI Enhanced Ringtones (as defined below) whereby a consumer can download a copy of the EMI Enhanced Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions.

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Enhanced Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Enhanced Ringtone.

(b) "Dollars" and "Cents" mean United States Dollars and Cents.

(c) "Download," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Enhanced Ringtone to a consumer.

(d) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to sold consumers' Wireless Device).

(e) "EMI Enhanced Ringtone" means an Enhanced Ringtone (as defined below) that features the transmission of an Approved Composition.

(f) "Enhanced Ringtone" means an audio-visual production in which an instrumental melodic sequence of a musical composition is synchronized with certain non-dramatic visual images which production may be displayed and performed on a Wireless Device to announce the reception of an incoming telephone call to said Wireless Device.

CM

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: December 5, 2002

AMENDMENT

When signed by MIDIRingtones, LLC ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated December 5, 2002 (the "Amendment"), to the certain license agreement between Licensee and EMI effective as of March 31, 2002, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Extended Term:

In consideration of Licensee's continued fulfillment of all its obligations under the Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, EMI hereby agrees to extend the Term of the grant of rights set forth in the Agreement for an additional period of four (4) years. For purposes of clarification, the "Term" of the Agreement shall be five (5) years, commencing March 31, 2002 and terminating March 30, 2007.

3. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By Nasir Zaidinbaum

MIDIRingtones, LLC

By Sarah Fluegel

[EMI LETTER HEAD]

Dated: August 19, 2004

MidiRingtones, LLC
380 Jackson Street - Suite #700
St. Paul, Minnesota 55101
Attention: Sarah Fluegel

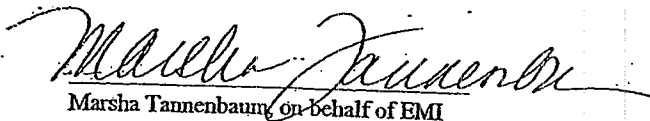
Re: Ringtones License between EMI Entertainment World, Inc. and
MidiRingtones, LLC dated March 31, 2002, as amended (the "Agreement")

Reference is made to the Agreement in full force and effect as of the date hereof. Notwithstanding anything to the contrary expressed or implied in the Agreement, at such time as you deliver this letter to us counter-signed where indicated below, the following shall constitute the further understanding of the parties:

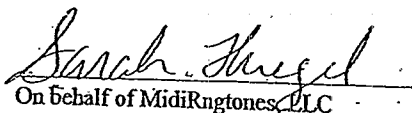
1. EMI does hereby consent to Licensee's assignment of the Agreement to American Greetings Incorporated, provided however that such assignment shall encompass all of Licensee's rights and obligations under the Agreement.
2. The definition of "Website" in paragraph 1(m) shall include Licensee's proprietary website on the Internet having a URL www.americangreetings.com.
3. EMI may terminate the entire grant of rights contained in the Agreement and/or the grant of rights with respect to a particular Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms of the Agreement are hereby ratified and confirmed without limitation or exception.

Very truly yours,


Marsha Tannenbaum on behalf of EMI

AGREED AND ACCEPTED:


On behalf of MidiRingtones, LLC

Dated: 9-1-04

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: December 19, 2002

Advanced Telecom Services
896 Old Eagle School Road
Wayne, Pennsylvania 19087
Attention: Jen Walsh

AMENDMENT

When signed by Advanced Telecom Services ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated December 19, 2002 (the "Amendment"), to the certain license agreement between Licensee and EMI effective as of February 1, 2002, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Extended Term:

In consideration of Licensee's continued fulfillment of all its obligations under the Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, EMI hereby agrees to extend the Term of the grant of rights set forth in the Agreement for an additional period of Five (5) years. For purposes of clarification, the "Term" of the Agreement shall be a total of six (6) years, commencing February 1, 2002 and terminating January 30, 2008.

3. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By 

Advanced Telecom Services

By 

Dated: February 27, 2004

Ringtone License

THIS AGREEMENT (the "Agreement") is made January 24, 2004, effective as of January 1, 2003 ("Effective Date"), by and between 3Gupload.com, Inc. ("Licensee"), 1201 Main Street, Suite C, Lafayette, Indiana 47901, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can receive a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule B), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)").

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(c) "Copy," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

(d) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(e) "Dollars" and "Cents" mean United States Dollars and Cents.

(f) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.

(g) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall prevent an EMI Ringtone to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which resides in a Wireless Device causes a predetermined audio-only melodic sequence of a musical composition to be played in conjunction with an activity of a Wireless Device, including the announcement of an incoming telephone call or message.

(j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Copy Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in a Wireless Device without first being served from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Website" means Licensee's proprietary website or wapsite on the Internet having a URL of <http://www.3gupload.com>.

(n) "Wireless Device" means a mobile telephone, pager, personal digital assistant, or a hybrid handheld wireless device that incorporates the functions of the above.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Copies of the EMI Ringtones, on and through the Network, by which a consumer can purchase a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (i) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device and (ii) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected); and

(iii) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

(a) The "Term" of this Agreement shall be two (2) years, commencing January 1, 2003 and terminating December 31, 2004 (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for sale to consumers.

(b) Notwithstanding the foregoing:

(i) All Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

(ii) Licensee may distribute EMI Ringtones via the Website, or via any Approved Additional Website, during the Term; and

(iii) EMI may terminate the entire grant of rights contained in this Agreement, the grant of rights with respect to a particular Composition, and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Upload Fees / Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, Licensee shall pay Publisher, the non-returnable, non-recoupable sum of (Publisher's Prorata Share of) Twenty Five (US\$25.00) Dollars for each EMI Ringtone template uploaded to the Server, from which copies may be created and distributed to a consumer when a Download is Sold to said consumer.

(c) In further consideration of the rights granted hereunder, Licensee shall pay to Publisher a non-returnable, recoupable "Advance" of Five Thousand (\$5,000.00) Dollars, which shall be paid upon execution of this Agreement.

(d) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to twelve (12%) percent of the retail selling price of each Copy Sold to a consumer, with a minimum royalty for each Copy Sold of Twelve (US\$.12) Cents.

(e) Upon recoupment of the Advance set forth in subparagraph (b) by the Royalties generated as set forth in subparagraph (c), Licensee shall pay to Publisher Royalties as set forth in subparagraph (c). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(f) For clarification purposes, upon execution of this Agreement, in addition to the Advance, Licensee shall pay Publisher all Upload Fees and royalties due Publisher resulting from Licensee's exploitation of EMI Ringtones through the fourth quarter of 2003.

(g) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(h) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, to the publisher of a musical composition, or to the owner of any master recording to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition or a master recording to Licensee for use in Ringtones.

7. Accounting

(a) Together with all applicable Royalties due Publisher, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Copies sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of Copies of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any

audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Hillary Kahn, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8: No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI and SOCAN is subject to clearance of the performing right either from Publisher, ASCAP, BMI, SOCAN or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the

Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) parody the music of an Approved Composition, (iii) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (iv) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (v) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games, (vi) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (vii) use any Composition that is not a Approved Composition in any way; or (viii) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive Copies of Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail; return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Hillary Kahn

To Licensee: 3Gupload.com, Inc.
1201 Main Street, Suite C
Lafayette, Indiana 47901
Attention:

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the

jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision or of default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EM Entertainment World, Inc.

By: 

An authorized signatory

3Gupload.com, Inc.

By: 

An authorized signatory

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALlico MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

SCHEDULE B

LIST OF APPROVED COMPOSITIONS

[insert Excel schedule of all songs we're licensing, along with # sold, etc.]

SCHEDULE C

to the Agreement dated January 24, 2004, effective as of January 1, 2003, by and between
EMI Entertainment World, Inc. and 3Gupload.com, Inc. (pursuant to paragraph 1(a))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated January 24, 2004, effective as of January 1, 2003, by and between
EMI Entertainment World, Inc. and 3Gupload.com, Inc. (the "Agreement"), to be effective as of the date
hereof, to make the following Additional Website(s) constitute Approved Additional Website(s), and thus
part of the Network:

1. The URL of the proposed Additional Website(s) covered by this Addendum, and the date on
which EMI Ringtones will first be offered thereon, is/are:

<http://www.f>

]/ DATE:

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the
date above written.

EMI Entertainment World, Inc.

3Gupload.com, Inc.

By: 

By: 

SCHEDULE D

to the Agreement dated January 24, 2004, effective as of January 1, 2003, by and between
EMI Entertainment World, Inc. and 3Gupload.com, Inc.
(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated January 24, 2004, effective as of January 1, 2003, by and between
EMI Entertainment World, Inc. and 3Gupload.com, Inc. (the "Agreement"), to be effective as of the date
hereof covering the use of the Compositions listed below:

1. The musical composition(s) (the "EMI Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)" (%)].
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled
_____, the country(ies) of _____.]
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the
date above written.

[EMI PUBLISHER]

By: 

3Gupload.com, Inc.

By: 

Dated: February 27, 2004

HILLARY KAHN
ASSISTANT DIRECTOR
MUSIC SERVICES
DIRECT PHONE (212) 830-5169
DIRECT FAX (212) 830-5196

By Fax (317-231-7801) and Federal Express

February 26, 2004

3Gupload.com, Inc.
Attention: Michael Slate, President
1201 Main Street, Suite C
Lafayette, Indiana 47901

Dear Mr. Slate:

This letter agreement (the "Agreement") sets forth the terms for the settlement of certain copyright infringement claims by the undersigned ("EMI") against 3Gupload.com, Inc. and any and all of its affiliates ("3Gupload.com") in regard to the unlicensed use by 3Gupload.com of certain musical compositions owned or controlled, in whole or in part, by EMI (the "Compositions") written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, James Taylor, or Stevie Wonder, or by the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden (collectively, the "Writers"), in the manufacture and distribution of 3Gupload.com's product line of ringtones.

The parties hereto agree as follows:

1. (a) 3Gupload.com hereby acknowledges that EMI never granted any license for any rights in any of the Compositions listed on the attached Schedule A (the "Royalty Statement") or for any other Composition written in whole or in-part by a Writer, and that said Compositions were used without EMI's prior approval, license or consent.
- (b) The Royalty Statement contains a list of Compositions which, as of the date hereof, 3Gupload.com has identified as having been used in connection with the creation of a ringtone for sale by 3Gupload.com to consumers. 3Gupload.com hereby represents and warrants that this list of Compositions contains every composition written in whole or in part by a Writer which 3Gupload.com had previously made available to consumers in ringtone form.
- (c) The parties acknowledge that ringtones containing the Compositions were unlawfully distributed from a period commencing January 1, 2003 and terminating December 16, 2003.
- (d) 3Gupload.com hereby represents and warrants that, after December 16, 2003, it has not offered, nor will it offer, any ringtone containing a Composition written in whole or in part by a Writer, unless as otherwise authorized in writing by EMI.

2. (a) Upon execution of this Agreement, 3Gupload.com shall pay to EMI an amount (the "Sum") of One Thousand Nine Hundred Eighteen Dollars and Seventy Cents (\$1,918.70), which represents the aggregate of past due Fixing Fees and Royalties as set forth below that 3Gupload.com has advised EMI that EMI is due for all uses by 3Gupload.com of the ringtones which include Compositions listed on the Royalty Statement ("Listed EMI Ringtones").

(b) As used herein, "EMI's Prorata Share" shall mean that percentage of EMI's ownership of the applicable Composition, as set forth on the royalty statement. The Fixing Fees and Royalties comprising the Sum are as follows:

(i) Fixing Fee: EMI's Prorata Share of \$25.00 for each Listed EMI Ringtone uploaded to 3Gupload.com's Server. The aggregate Fixing Fees for the Listed EMI Ringtones total One Thousand Two Hundred Seventy One Dollars and Thirteen Cents (\$1,271.13).

(ii) Royalty for each copy of a Listed EMI Ringtone distributed to a consumer: EMI's Prorata Share of, an amount equal to twelve (12%) percent of the retail selling price of each copy so distributed, with a minimum royalty for each copy of Twelve (US\$12) Cents. The retail selling price of each copy is Eighty (\$.80) Cents, therefore the aggregate Royalties for the Listed EMI Ringtones total Six Hundred Forty Seven Dollars and Fifty Seven Cents (\$647.57).

(c) It is understood and agreed that there shall be no free or bonus goods of ringtones containing Compositions as such term is understood in the industry, i.e., all such copies distributed, regardless of price, shall bear a full royalty hereunder.

(d) In the event 3Gupload.com agrees to (or has agreed to) pay to a co-publisher of a Composition, to the publisher of any other musical composition, or to the owner of any master recording to be included in any ringtone, compensation ("Compensation") in excess of the compensation to be paid to EMI hereunder, then effective as of the date of such agreement with any such licensor, 3Gupload.com shall immediately pay to EMI an amount equal to such Compensation in excess of the compensation or consideration to be paid to EMI hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Composition is not entirely controlled by EMI, the Excess shall be based upon and shall reflect EMI pro-rata share of the Composition. Upon request, 3Gupload.com shall supply to EMI copies of all agreements between 3gupload.com and all third parties which are licensing any portion of a Composition or a musical composition or a master recording to 3Gupload.com for use in ringtones.

3. The parties acknowledge that the timely payment of the Sum is of the utmost importance to EMI and is of the essence to this Agreement. The parties further acknowledge that the Sum was arrived at by the parties based on royalty statements sent to EMI by 3Gupload.com in an effort to timely settle this dispute amicably and the Sum is subject to verification and audit by EMI.

4. (a) 3Gupload.com represents and warrants that the information on the Royalty Statement attached hereto as Schedule A is complete and accurate, including without limitation, insofar as it includes every composition written in whole or in part by the Writers, which 3Gupload.com had previously made available to consumers in ringtone form.

(b) In the event that, following execution of this Agreement, it is determined that 3Gupload.com created ringtones of any additional Composition written by a Writer not on the Royalty Statement (each, an "Additional Composition"), 3Gupload.com shall immediately notify EMI thereof, in writing. EMI shall then furnish 3Gupload.com with a completed "Addendum of Rights" ("Addendum"), in the form set forth on Schedule B attached hereto, which shall reflect the terms and conditions set forth in this Agreement together with any additional penalties deemed appropriate by EMI in its sole discretion, respecting such particular Additional Composition(s) and which shall be signed by EMI. Said Addendum shall be counter-executed by 3Gupload.com and shall be forwarded to EMI, along with any applicable payment (as set forth in paragraph 4 below) promptly (and in no event more than five (5) days) following receipt thereof by 3Gupload.com.

5. (a) In addition to any other representations and warranties made by 3Gupload.com hereinabove, 3Gupload.com warrants, represents, covenants and agrees that:

(i) 3Gupload.com has the full right, power, authority and legal capacity to enter into, deliver, and fully perform this Agreement and each and every term hereof; and that this Agreement constitutes a valid and binding agreement against 3Gupload.com and is enforceable against 3Gupload.com in accordance with its terms.

(ii) 3Gupload.com will at all times fully indemnify and hold harmless EMI and/or its affiliates, employees, officers, directors, agents, distributors or licensees (each, an "Indemnified Party") from and against any and all claims, damages, liabilities, costs, losses and expenses, including legal expenses and reasonable counsel fees, arising out of any breach, or alleged breach, by 3Gupload.com of any of 3Gupload.com's obligations, warranties or representations in this Agreement. 3Gupload.com will reimburse any Indemnified Party on demand for any payment made at any time after the date hereof for any liability or claim that has resulted in a judgment against EMI or which has been settled by EMI. Further, 3Gupload.com will reimburse any Indemnified Party, on demand, for any legal expenses (including, without limitation, reasonable outside counsel fees) incurred by any Indemnified Party in connection with any liability or claim arising out of any breach or alleged breach by 3Gupload.com, of any of 3Gupload.com's obligations, warranties or representations in this Agreement, whether or not the related liability has resulted in a judgment or has been settled by EMI.

6. 3Gupload.com's obligations hereunder, including the timely payment of the Sum, are in no way assignable or transferable to any third party without the prior written consent of EMI.

7. (a) This Agreement is made in the State of New York and shall be constituted and interpreted in accordance with the internal laws of the State of New York applicable to contracts made and performed entirely therein.

(b) 3Gupload.com hereby expressly submits and consents in advance to the jurisdiction of any state or federal court located in the State of New York, County of New York; for the purpose of any suit, action or other proceeding arising out of or related to this Agreement. 3Gupload.com hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, to the extent permitted by applicable law, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement may not be enforced in or by such court. Further 3Gupload.com agrees to assist with the preparation of and to execute any documents EMI deems necessary in its sole judgment to enforce any of its rights or remedies contained herein or under applicable laws. In addition, 3Gupload.com waives personal service of process on 3Gupload.com and consents that all such service of process be made by certified or registered mail directed to 3Gupload.com at the address provided herein. Service so made shall be deemed to be completed three (3) business days after the same shall have been deposited in the United States mails, postage prepaid.

8. EMI hereby promises that, in the event of 3Gupload.com's fulfillment of all its obligations incurred hereunder, including without limitation payment of the Sum upon execution hereof, EMI will not sue and will not cause to be filed against 3Gupload.com, or the present or former officers, directors, members, employees, governing boards, affiliates, subsidiaries, parent and sister corporations, successors, assigns, distributors, representatives, insurers, past and present attorneys, outside counsel, and agents thereof, any claim, charge or complaint with any federal, state or local agency, or in any court or arbitral forum, with respect to any claim, action, cause of action, obligation, or liability which may exist as of the date of execution of this Agreement with respect to copies of the Compositions listed on the Royalty Statement and distributed by 3Gupload.com during the period set forth in paragraph 1(c) above, as disclosed to EMI in accountings rendered by 3Gupload.com to EMI prior to the date hereof.

Please indicate your agreement to the foregoing by signing in the space provided below.

Very truly yours,

EMI Entertainment World, Inc.

By: 

Agreed and Accepted:

3Gupload.com, Inc.

By: 

SCHEDULE B
to the Agreement dated February 26, 2004 by and between
3Gupload.com, Inc. and EMI Entertainment World, Inc.

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the letter Agreement dated February 26, 2004, by and between EMI Entertainment World, Inc. and 3Gupload.com, Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The musical composition(s) (the "Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)" (%)].
2. Number of ringtones sold containing said Composition(s):
3. Fixing Fee(s), Royalties, and/or other penalty sums owed thereupon:
4. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

[EMI PUBLISHER]

By: 

3Gupload.com, Inc.

By: 

3gupload.com restricted writers settlement

| artist | song title | % | writers | song code | company | launch date | downloads | fixing fee | royalties |
|--------------|-------------------------|------|---|-----------|---------|------------------------|-----------|------------|-----------|
| Foo Fighters | Everlong | 100 | GROHL, DAVID | 336289 | 0 | 2003-01-20 14:08:20 | 427 | \$25.00 | \$51.24 |
| Foo Fighters | learn to fly | 80 | GROHL, DAVE/MENDEL, NATE/HAWKINS, TAYLOR | 393812 | 0 | 2003-05-14 13:37:44 | 43 | \$20.00 | \$4.13 |
| Foo Fighters | hey Johnny park | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336135 | 0 | 2003-05-05 04:55:43 | 30 | \$21.88 | \$3.15 |
| Foo Fighters | monkey wrench | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336139 | 0 | 2003-05-09 04:13:28 | 63 | \$21.88 | \$6.62 |
| Foo Fighters | Big Me | 100 | GROHL, DAVE | 298392 | 0 | 2003-07-24 17:53:31 | 14 | \$25.00 | \$1.68 |
| Foo Fighters | Breakout | 80 | GROHL, DAVE/MENDEL, NATE/HAWKINS, TAYLOR | 437229 | 0 | 2003-07-24 17:53:31 | 14 | \$20.00 | \$1.35 |
| Foo Fighters | Learn to Fly | 80 | GROHL, DAVE/MENDEL, NATE/HAWKINS, TAYLOR | 393812 | 0 | 2003-07-24 17:53:31 | 30 | \$20.00 | \$2.88 |
| Foo Fighters | My Hero | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336137 | 0 | 2003-07-25 07:41:05 | 42 | \$21.88 | \$4.41 |
| Foo Fighters | This Is a Call | 100 | GROHL, DAVE | 298390 | 0 | 2003-07-25 07:41:05 | 8 | \$25.00 | \$0.96 |
| Foo Fighters | Walking After You | 100 | GROHL, DAVID | 336290 | 0 | 2003-07-25 07:41:05 | 8 | \$25.00 | \$0.96 |
| Foo Fighters | All My Life | 75 | GROHL, DAVE/MENDEL, NATE/SHIFLETT, CHRIS/HAWKINS, TAYLOR | 507773 | 0 | 2003-11-20 08:52:00 | 12 | \$18.75 | \$1.08 |
| Foo Fighters | Disenchanted Lullaby | 75 | GROHL, DAVE/MENDEL, NATE/SHIFLETT, CHRIS/HAWKINS, TAYLOR | 539315 | 0 | 2003-11-20 08:52:00 | 2 | \$18.75 | \$0.18 |

3gupload.com restricted writers settlement

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|--------------|-----------------|--------|---|--------|---|------------------------|----|---------|--------|
| Foo Fighters | Enough Space | 100 | GROHL, DAVID | 336288 | 0 | 2003-11-20 08:52:00 | 2 | \$25.00 | \$0.24 |
| Foo Fighters | New Way Home | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336143 | 0 | 2003-11-20 08:52:00 | 2 | \$21.88 | \$0.21 |
| Foo Fighters | See You | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336142 | 0 | 2003-11-20 08:52:00 | 1 | \$21.88 | \$0.11 |
| Foo Fighters | Wind Up | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336136 | 0 | 2003-11-20 08:52:00 | 1 | \$21.88 | \$0.11 |
| Foo Fighters | Generator | 80 | GROHL, DAVE/MENDEL, NATE/HAWKINS, TAYLOR | 437231 | 0 | 2003-11-20 08:52:00 | 3 | \$20.00 | \$0.29 |
| Foo Fighters | Low | 75 | GROHL, DAVE/MENDEL, NATE/SHIFLETT, CHRIS/HAWKINS, TAYLOR | 539312 | 0 | 2003-11-20 08:52:00 | 5 | \$18.75 | \$0.45 |
| Foo Fighters | New Way Home | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336143 | 0 | 2003-11-20 08:52:00 | 0 | n/a | n/a |
| Foo Fighters | See You | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336142 | 0 | 2003-11-20 08:52:00 | 1 | \$21.88 | \$0.11 |
| Foo Fighters | The One | 73.334 | GROHL, DAVE/MENDEL, NATE/HAWKINS, TAYLOR/SHIFLETT, CHRIS | 504648 | 0 | 2003-11-20 08:52:00 | 4 | \$18.34 | \$0.36 |
| Foo Fighters | Times Like This | 75 | GROHL, DAVE/MENDEL, NATE/SHIFLETT, CHRIS/HAWKINS, TAYLOR | 539314 | 0 | 2003-11-20 08:52:00 | 14 | \$18.75 | \$1.26 |
| Foo Fighters | Times Like This | 75 | GROHL, DAVE/MENDEL, NATE/SHIFLETT, CHRIS/HAWKINS, TAYLOR | 539314 | 0 | 2003-11-20 08:52:00 | 12 | \$18.75 | \$1.08 |

| | | | | | | | | | |
|---------------|-------------------------|------|---|--------|---|------------------------|-----|---------|---------|
| Foo Fighters | Wind Up | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336136 | 0 | 2003-11-20 08:52:00 | 1 | \$21.88 | \$0.11 |
| John Lennon | Imagine | 100 | LENNON, JOHN | 32931 | 0 | 2002-11-26 00:25:41 | 96 | \$25.00 | \$11.52 |
| Nirvana | Come As You Are | 100 | COBAIN, KURT | 225186 | 0 | 2003-02-24 20:36:23 | 566 | \$25.00 | \$67.92 |
| Nirvana | Come As You Are | 100 | COBAIN, KURT | 225186 | 0 | 2002-11-26 00:25:41 | 29 | \$25.00 | \$3.48 |
| Nirvana | Lithium | 100 | COBAIN, KURT | 225190 | 0 | 2003-09-15 16:11:43 | 82 | \$25.00 | \$9.84 |
| Nirvana | All Apologies | 100 | COBAIN, KURT | 261547 | 0 | 2003-09-15 16:11:43 | 183 | \$25.00 | \$21.96 |
| Nirvana | Smells Like Teen Spirit | 100 | COBAIN, KURT/NOVOSELIC, KRIST/GROHL, DAVE | 225194 | 0 | 2003-07-30 21:48:18 | 468 | \$25.00 | \$56.16 |
| Nirvana | Rape me | 100 | COBAIN, KURT | 261845 | 0 | 2003-08-18 20:15:14 | 257 | \$25.00 | \$30.84 |
| Nirvana | New wave Polly | 100 | COBAIN, KURT D. | 225189 | 0 | 2003-08-18 20:15:15 | 16 | \$25.00 | \$1.92 |
| Nirvana | Lithium | 100 | COBAIN, KURT | 225190 | 0 | 2003-08-18 20:15:15 | 91 | \$25.00 | \$10.92 |
| Nirvana | In Bloom | 100 | COBAIN, KURT | 225188 | 0 | 2003-08-18 20:15:15 | 58 | \$25.00 | \$6.96 |
| Nirvana | Aneurysm | 100 | COBAIN, KURT/NOVOSELIC, KRIST/GROHL, DAVE | 226374 | 0 | 2003-08-18 20:15:15 | 24 | \$25.00 | \$2.88 |
| Nirvana | Pennyroyal Tea | 100 | COBAIN, KURT | 261548 | 0 | 2003-08-18 20:15:15 | 15 | \$25.00 | \$1.80 |
| Nirvana | All Apologies | 100 | COBAIN, KURT | 261547 | 0 | 2003-11-02 06:02:20 | 32 | \$25.00 | \$3.84 |
| Nirvana | Heart shaped Box | 100 | COBAIN, KURT | 261848 | 0 | 2003-11-02 06:02:43 | 63 | \$25.00 | \$7.56 |
| Savage Garden | truly madly deeply | 100 | JONES, DANIEL/HAYES, DARREN | 324458 | 0 | 2002-12-19 16:23:49 | 199 | \$25.00 | \$23.88 |
| Stevie Wonder | I just called to say | 100 | WONDER, STEVIE | 357919 | 1 | 2002-12-18 13:27:02 | 291 | \$25.00 | \$34.92 |

3gupload.com restricted writers settlement

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|---------------|------------------------------------|-----|--|--------|---|------------------------|-----|---------|---------|
| Stevie Wonder | Higher Ground | 100 | WONDER, STEVIE | 357751 | J | 2003-05-06 13:15:38 | 208 | \$25.00 | \$24.96 |
| Stevie wonder | Superstition | 100 | WONDER, STEVIE | 357736 | J | 2003-05-06 13:17:42 | 302 | \$25.00 | \$36.24 |
| Stevie Wonder | Signed Sealed Delivered | 100 | WONDER, STEVIE/WRIGHT, SYREETA/GARRETT, LEE 'HARDAWAY, LULA MAE | 357665 | J | 2003-09-11 14:12:22 | 38 | \$25.00 | \$4.56 |
| Stevie Wonder | I just called to say I love you | 100 | WONDER, STEVIE | 357919 | J | 2003-10-31 04:52:43 | 123 | \$25.00 | \$14.76 |
| Tool | aenima | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'CHANCELLOR, JUSTIN | 318272 | O | 2003-05-09 03:53:12 | 351 | \$25.00 | \$42.12 |
| Tool | Intolerance | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 259428 | O | 2003-03-04 19:17:41 | 141 | \$25.00 | \$16.92 |
| Tool | Prison Sex | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 259427 | O | 2003-03-04 19:18:40 | 261 | \$25.00 | \$31.32 |
| Tool | Eulogy | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 318282 | O | 2003-03-04 19:29:55 | 220 | \$25.00 | \$26.40 |
| Tool | Schism | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 491062 | O | 2003-05-26 00:13:48 | 208 | \$25.00 | \$24.96 |
| TOOL | Schism | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 491062 | O | 2003-09-26 01:43:55 | 171 | \$25.00 | \$20.52 |

3gupload.com restricted writers settlement

| | | | | | | | | | |
|------------|---------------|-----|---|--------|---|------------------------|-----|------------|----------|
| Tool | Forty Six & 2 | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 318280 | 0 | 2003-06-23 10:45:31 | 162 | \$25.00 | \$19.44 |
| Tool | H | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 318281 | 0 | 2003-11-02 06:02:20 | 42 | \$25.00 | \$5.04 |
| Tool | Schlism | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 491062 | 0 | 2003-12-04 00:42:31 | 8 | \$25.00 | \$0.96 |
| TOTALS DUE | | | | | | | | \$1,271.13 | \$647.57 |

Deal Owner: Hillary Kahn
Check Number: 1264
Check Amount: 1918.70
Paid Date: 03/04/2004

KARAOKE

Production: 3GUPLOAD.COM
Check Date: 03/02/2004
Period From: 01/01/2003 To: 12/16/2003

Accountings: ☒ Q ☐ A
☐ S

Due Days: ☒ 45 ☐ 60

Next Acctg: ☐

| Song (ID) | Amount | Units | Acct |
|-------------------|----------|-------|------------|
| 3GUPLOAD (588062) | 1,271.13 | | Sync Fee E |
| | 647.57 | | Royalty E |
| | | | |
| | | | |
| | | | |

Special Instruction: 0.00

Total: 1,918.70

Windswept Total: 0.00

Jobete Total: 0.00

EMI Total: 1,918.70

☒ Instructions

This is a one time settlement fee for restricted EMI writers used as ring tones

Sequence #:

☐ More

HUNTINGTON
www.huntington.com

3GUPLOAD.COM
1201 MAIN ST STE C
LAFAYETTE, IN 47901

1264

20-7/140
3131

3/2/2004

PAY TO THE
ORDER OF

EMI Entertainment World, Inc.

\$ **1,918.70

One Thousand Nine Hundred Eighteen and 70/100*****

DOLLARS

EMI Entertainment World, Inc.

Phil L. Slater

⑈001264⑈ ⑆074000078⑆ 01340121895⑈

Dated: February 27, 2004

HILLARY KAHN
ASSISTANT DIRECTOR
MUSIC SERVICES
DIRECT PHONE (212) 830-5169
DIRECT FAX (212) 830-5196

By Fax (317-231-7801) and Federal Express

February 26, 2004

3Gupload.com, Inc.
Attention: Michael Slate, President
1201 Main Street, Suite C
Lafayette, Indiana 47901

Dear Mr. Slate:

This letter agreement (the "Agreement") sets forth the terms for the settlement of certain copyright infringement claims by the undersigned ("EMI") against 3Gupload.com, Inc. and any and all of its affiliates ("3Gupload.com") in regard to the unlicensed use by 3Gupload.com of certain musical compositions owned or controlled, in whole or in part, by EMI (the "Compositions") written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, James Taylor, or Stevie Wonder, or by the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden (collectively, the "Writers"), in the manufacture and distribution of 3Gupload.com's product line of ringtones.

The parties hereto agree as follows:

1. (a) 3Gupload.com hereby acknowledges that EMI never granted any license for any rights in any of the Compositions listed on the attached Schedule A (the "Royalty Statement") or for any other Composition written in whole or in part by a Writer, and that said Compositions were used without EMI's prior approval, license or consent.
- (b) The Royalty Statement contains a list of Compositions which, as of the date hereof, 3Gupload.com has identified as having been used in connection with the creation of a ringtone for sale by 3Gupload.com to consumers. 3Gupload.com hereby represents and warrants that this list of Compositions contains every composition written in whole or in part by a Writer which 3Gupload.com had previously made available to consumers in ringtone form.
- (c) The parties acknowledge that ringtones containing the Compositions were unlawfully distributed from a period commencing January 1, 2003 and terminating December 16, 2003.
- (d) 3Gupload.com hereby represents and warrants that, after December 16, 2003, it has not offered, nor will it offer, any ringtone containing a Composition written in whole or in part by a Writer, unless as otherwise authorized in writing by EMI.

2. (a) Upon execution of this Agreement, 3Gupload.com shall pay to EMI an amount (the "Sum") of One Thousand Nine Hundred Eighteen Dollars and Seventy Cents (\$1,918.70), which represents the aggregate of past due Fixing Fees and Royalties as set forth below that 3Gupload.com has advised EMI that EMI is due for all uses by 3Gupload.com of the ringtones which include Compositions listed on the Royalty Statement ("Listed EMI Ringtones").

(b) As used herein, "EMI's Prorata Share" shall mean that percentage of EMI's ownership of the applicable Composition, as set forth on the royalty statement. The Fixing Fees and Royalties comprising the Sum are as follows:

(i) Fixing Fee: EMI's Prorata Share of \$25.00 for each Listed EMI Ringtone uploaded to 3Gupload.com's Server. The aggregate Fixing Fees for the Listed EMI Ringtones total One Thousand Two Hundred Seventy One Dollars and Thirteen Cents (\$1,271.13).

(ii) Royalty for each copy of a Listed EMI Ringtone distributed to a consumer: EMI's Prorata Share of, an amount equal to twelve (12%) percent of the retail selling price of each copy so distributed, with a minimum royalty for each copy of Twelve (US\$.12) Cents. The retail selling price of each copy is Eighty (\$.80) Cents, therefore the aggregate Royalties for the Listed EMI Ringtones total Six Hundred Forty Seven Dollars and Fifty Seven Cents (\$647.57).

(c) It is understood and agreed that there shall be no free or bonus goods of ringtones containing Compositions as such term is understood in the industry, i.e., all such copies distributed, regardless of price, shall bear a full royalty hereunder.

(d) In the event 3Gupload.com agrees to (or has agreed to) pay to a co-publisher of a Composition, to the publisher of any other musical composition, or to the owner of any master recording to be included in any ringtone, compensation ("Compensation") in excess of the compensation to be paid to EMI hereunder, then effective as of the date of such agreement with any such licensor, 3Gupload.com shall immediately pay to EMI an amount equal to such Compensation in excess of the compensation or consideration to be paid to EMI hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Composition is not entirely controlled by EMI, the Excess shall be based upon and shall reflect EMI-pro-rata share of the Composition. Upon request, 3Gupload.com shall supply to EMI copies of all agreements between 3gupload.com and all third parties which are licensing any portion of a Composition or a musical composition or a master recording to 3Gupload.com for use in ringtones.

3. The parties acknowledge that the timely payment of the Sum is of the utmost importance to EMI and is of the essence to this Agreement. The parties further acknowledge that the Sum was arrived at by the parties based on royalty statements sent to EMI by 3Gupload.com in an effort to timely settle this dispute amicably and the Sum is subject to verification and audit by EMI.

4. (a) 3Gupload.com represents and warrants that the information on the Royalty Statement attached hereto as Schedule A is complete and accurate, including without limitation, insofar as it includes every composition written in whole or in part by the Writers, which 3Gupload.com had previously made available to consumers in ringtone form.

(b) In the event that, following execution of this Agreement, it is determined that 3Gupload.com created ringtones of any additional Composition written by a Writer not on the Royalty Statement (each, an "Additional Composition"), 3Gupload.com shall immediately notify EMI thereof, in writing. EMI shall then furnish 3Gupload.com with a completed "Addendum of Rights" ("Addendum"), in the form set forth on Schedule B attached hereto, which shall reflect the terms and conditions set forth in this Agreement together with any additional penalties deemed appropriate by EMI in its sole discretion, respecting such particular Additional Composition(s) and which shall be signed by EMI. Said Addendum shall be counter-executed by 3Gupload.com and shall be forwarded to EMI, along with any applicable payment (as set forth in paragraph 4 below) promptly (and in no event more than five (5) days) following receipt thereof by 3Gupload.com.

5. (a) In addition to any other representations and warranties made by 3Gupload.com hereinabove, 3Gupload.com warrants, represents, covenants and agrees that:

(i) 3Gupload.com has the full right, power, authority and legal capacity to enter into, deliver, and fully perform this Agreement and each and every term hereof; and that this Agreement constitutes a valid and binding agreement against 3Gupload.com and is enforceable against 3Gupload.com in accordance with its terms.

(ii) 3Gupload.com will at all times fully indemnify and hold harmless EMI and/or its affiliates, employees, officers, directors, agents, distributors or licensees (each, an "Indemnified Party") from and against any and all claims, damages, liabilities, costs, losses and expenses, including legal expenses and reasonable counsel fees, arising out of any breach, or alleged breach, by 3Gupload.com of any of 3Gupload.com's obligations, warranties or representations in this Agreement. 3Gupload.com will reimburse any Indemnified Party on demand for any payment made at any time after the date hereof for any liability or claim that has resulted in a judgment against EMI or which has been settled by EMI. Further, 3Gupload.com will reimburse any Indemnified Party, on demand, for any legal expenses (including, without limitation, reasonable outside counsel fees) incurred by any Indemnified Party in connection with any liability or claim arising out of any breach or alleged breach by 3Gupload.com, of any of 3Gupload.com's obligations, warranties or representations in this Agreement, whether or not the related liability has resulted in a judgment or has been settled by EMI.

6. 3gupload.com's obligations hereunder, including the timely payment of the Sum, are in no way assignable or transferable to any third party without the prior written consent of EMI.

7. (a) This Agreement is made in the State of New York and shall be constituted and interpreted in accordance with the internal laws of the State of New York applicable to contracts made and performed entirely therein.

(b) 3Gupload.com hereby expressly submits and consents in advance to the jurisdiction of any state or federal court located in the State of New York, County of New York, for the purpose of any suit, action or other proceeding arising out of or related to this Agreement. 3Gupload.com hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, to the extent permitted by applicable law, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement may not be enforced in or by such court. Further 3Gupload.com agrees to assist with the preparation of and to execute any documents EMI deems necessary in its sole judgment to enforce any of its rights or remedies contained herein or under applicable laws. In addition, 3Gupload.com waives personal service of process on 3Gupload.com and consents that all such service of process be made by certified or registered mail directed to 3Gupload.com at the address provided herein. Service so made shall be deemed to be completed three (3) business days after the same shall have been deposited in the United States mails, postage prepaid.

8. EMI hereby promises that, in the event of 3Gupload.com's fulfillment of all its obligations incurred hereunder, including without limitation payment of the Sum upon execution hereof, EMI will not sue and will not cause to be filed against 3Gupload.com, or the present or former officers, directors, members, employees, governing boards, affiliates, subsidiaries, parent and sister corporations, successors, assigns, distributors, representatives, insurers, past and present attorneys, outside counsel, and agents thereof, any claim, charge or complaint with any federal, state or local agency, or in any court or arbitral forum, with respect to any claim, action, cause of action, obligation, or liability which may exist as of the date of execution of this Agreement with respect to copies of the Compositions listed on the Royalty Statement and distributed by 3Gupload.com during the period set forth in paragraph 1(c) above, as disclosed to EMI in accountings rendered by 3Gupload.com to EMI prior to the date hereof.

Please indicate your agreement to the foregoing by signing in the space provided below.

Very truly yours,

EMI Entertainment World, Inc.

By: 

Agreed and Accepted:

3Gupload.com, Inc.

By: 

SCHEDULE B

to the Agreement dated February 26, 2004 by and between
3Gupload.com, Inc. and EMI Entertainment World, Inc.

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the letter Agreement dated February 26, 2004, by and between EMI Entertainment World, Inc. and 3Gupload.com, Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The musical composition(s) (the "Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)" (%)].
2. Number of ringtones sold containing said Composition(s):
3. Fixing Fee(s), Royalties, and/or other penalty sums owed thereupon:
4. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

[EMI PUBLISHER]

3Gupload.com, Inc.

By: 

By: 

3gupload.com restricted writers settlement

| artist | song title | % | writers | song code | company | launch date | downloads | fixing fee | royalties |
|--------------|-------------------------|------|---|-----------|---------|------------------------|-----------|------------|-----------|
| Foo Fighters | Everlong | 100 | GROHL, DAVID | 336289 | 0 | 2003-01-20 14:08:20 | 427 | \$25.00 | \$51.24 |
| Foo Fighters | learn to fly | 80 | GROHL, DAVE/MENDEL, NATE/HAWKINS, TAYLOR | 393812 | 0 | 2003-05-14 13:37:44 | 43 | \$20.00 | \$4.13 |
| Foo Fighters | hey johnny park | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336135 | 0 | 2003-05-05 04:55:43 | 30 | \$21.88 | \$3.15 |
| Foo Fighters | monkey wrench | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336139 | 0 | 2003-05-09 04:13:28 | 63 | \$21.88 | \$6.62 |
| Foo Fighters | Big Me | 100 | GROHL, DAVE | 298392 | 0 | 2003-07-24 17:53:31 | 14 | \$25.00 | \$1.68 |
| Foo Fighters | Breakout | 80 | GROHL, DAVE/MENDEL, NATE/HAWKINS, TAYLOR | 437229 | 0 | 2003-07-24 17:53:31 | 14 | \$20.00 | \$1.35 |
| Foo Fighters | Learn to Fly | 80 | GROHL, DAVE/MENDEL, NATE/HAWKINS, TAYLOR | 393812 | 0 | 2003-07-24 17:53:31 | 30 | \$20.00 | \$2.88 |
| Foo Fighters | My Hero | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336137 | 0 | 2003-07-25 07:41:05 | 42 | \$21.88 | \$4.41 |
| Foo Fighters | This is a Call | 100 | GROHL, DAVE | 298390 | 0 | 2003-07-25 07:41:05 | 8 | \$25.00 | \$0.96 |
| Foo Fighters | Walking After You | 100 | GROHL, DAVID | 336290 | 0 | 2003-07-25 07:41:05 | 8 | \$25.00 | \$0.96 |
| Foo Fighters | All My Life | 75 | GROHL, DAVE/MENDEL, NATE/SHIFLETT, CHRIS/HAWKINS, TAYLOR | 507773 | 0 | 2003-11-20 08:52:00 | 12 | \$18.75 | \$1.08 |
| Foo Fighters | Disenchanted Lullaby | 75 | GROHL, DAVE/MENDEL, NATE/SHIFLETT, CHRIS/HAWKINS, TAYLOR | 539315 | 0 | 2003-11-20 08:52:00 | 2 | \$18.75 | \$0.18 |

| | | | | | | | | | |
|--------------|-----------------|--------|---|--------|---|------------------------|----|---------|--------|
| Foo Fighters | Enough Space | 100 | GROHL, DAVID | 336288 | 0 | 2003-11-20 08:52:00 | 2 | \$25.00 | \$0.24 |
| Foo Fighters | New Way Home | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336143 | 0 | 2003-11-20 08:52:00 | 2 | \$21.88 | \$0.21 |
| Foo Fighters | See You | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336142 | 0 | 2003-11-20 08:52:00 | 1 | \$21.88 | \$0.11 |
| Foo Fighters | Wind Up | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336136 | 0 | 2003-11-20 08:52:00 | 1 | \$21.88 | \$0.11 |
| Foo Fighters | Generator | 80 | GROHL, DAVE/MENDEL, NATE/HAWKINS, TAYLOR | 437231 | 0 | 2003-11-20 08:52:00 | 3 | \$20.00 | \$0.29 |
| Foo Fighters | Low | 75 | GROHL, DAVE/MENDEL, NATE/SHIFLETT, CHRIS/HAWKINS, TAYLOR | 539312 | 0 | 2003-11-20 08:52:00 | 5 | \$18.75 | \$0.45 |
| Foo Fighters | New Way Home | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336143 | 0 | 2003-11-20 08:52:00 | 0 | n/a | n/a |
| Foo Fighters | See You | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336142 | 0 | 2003-11-20 08:52:00 | 1 | \$21.88 | \$0.11 |
| Foo Fighters | The One | 73.334 | GROHL, DAVE/MENDEL, NATE/HAWKINS, TAYLOR/SHIFLETT, CHRIS | 504648 | 0 | 2003-11-20 08:52:00 | 4 | \$18.34 | \$0.36 |
| Foo Fighters | Times Like This | 75 | GROHL, DAVE/MENDEL, NATE/SHIFLETT, CHRIS/HAWKINS, TAYLOR | 539314 | 0 | 2003-11-20 08:52:00 | 14 | \$18.75 | \$1.26 |
| Foo Fighters | Times Like This | 75 | GROHL, DAVE/MENDEL, NATE/SHIFLETT, CHRIS/HAWKINS, TAYLOR | 539314 | 0 | 2003-11-20 08:52:00 | 12 | \$18.75 | \$1.08 |

| | | | | | | | | | |
|---------------|-------------------------|------|---|--------|---|---------------------|-----|---------|---------|
| Foo Fighters | Wind Up | 87.5 | GROHL, DAVE/SMEAR, PAT/MENDEL, NATE | 336136 | 0 | 2003-11-20 08:52:00 | 1 | \$21.88 | \$0.11 |
| John Lennon | Imagine | 100 | LENNON, JOHN | 32931 | 0 | 2002-11-26 00:25:41 | 96 | \$25.00 | \$11.52 |
| Nirvana | Come As You Are | 100 | COBAIN, KURT | 225186 | 0 | 2003-02-24 20:36:23 | 566 | \$25.00 | \$67.92 |
| Nirvana | Come As You Are | 100 | COBAIN, KURT | 225186 | 0 | 2002-11-26 00:25:41 | 29 | \$25.00 | \$3.48 |
| Nirvana | Lithium | 100 | COBAIN, KURT | 225190 | 0 | 2003-09-15 16:11:43 | 82 | \$25.00 | \$9.84 |
| Nirvana | All Apologies | 100 | COBAIN, KURT | 261547 | 0 | 2003-09-15 16:11:43 | 183 | \$25.00 | \$21.96 |
| Nirvana | Smells Like Teen Spirit | 100 | COBAIN, KURT/NOVOSELIC, KRIST/GROHL, DAVE | 225194 | 0 | 2003-07-30 21:48:18 | 468 | \$25.00 | \$56.16 |
| Nirvana | Rape me | 100 | COBAIN, KURT | 261845 | 0 | 2003-08-18 20:15:14 | 257 | \$25.00 | \$30.84 |
| Nirvana | New wave Polly | 100 | COBAIN, KURT D. | 225189 | 0 | 2003-08-18 20:15:15 | 16 | \$25.00 | \$1.92 |
| Nirvana | Lithium | 100 | COBAIN, KURT | 225190 | 0 | 2003-08-18 20:15:15 | 91 | \$25.00 | \$10.92 |
| Nirvana | In Bloom | 100 | COBAIN, KURT | 225188 | 0 | 2003-08-18 20:15:15 | 58 | \$25.00 | \$6.96 |
| Nirvana | Aneurysm | 100 | COBAIN, KURT/NOVOSELIC, KRIST/GROHL, DAVE | 226374 | 0 | 2003-08-18 20:15:15 | 24 | \$25.00 | \$2.88 |
| Nirvana | Pennyroyal Tea | 100 | COBAIN, KURT | 261548 | 0 | 2003-08-18 20:15:15 | 15 | \$25.00 | \$1.80 |
| Nirvana | All Apologies | 100 | COBAIN, KURT | 261547 | 0 | 2003-11-02 08:02:20 | 32 | \$25.00 | \$3.84 |
| Nirvana | Heart shaped Box | 100 | COBAIN, KURT | 261848 | 0 | 2003-11-02 08:02:43 | 63 | \$25.00 | \$7.56 |
| Savage Garden | truly madly deeply | 100 | JONES, DANIEL/HAYES, DARREN | 324458 | 0 | 2002-12-19 16:23:49 | 199 | \$25.00 | \$23.88 |
| Stevie Wonder | I just called to say | 100 | WONDER, STEVIE | 357919 | J | 2002-12-18 13:27:02 | 291 | \$25.00 | \$34.92 |

| | | | | | | | | | |
|---------------|------------------------------------|-----|--|--------|---|------------------------|-----|---------|---------|
| Stevie Wonder | Higher Ground | 100 | WONDER, STEVIE | 357751 | J | 2003-05-06 13:15:38 | 208 | \$25.00 | \$24.96 |
| Stevie wonder | Superstition | 100 | WONDER, STEVIE | 357736 | J | 2003-05-06 13:17:42 | 302 | \$25.00 | \$36.24 |
| Stevie Wonder | Signed Sealed Delivered | 100 | WONDER, STEVIE/WRIGHT, SYREETA/GARRETT, LEE 'HARDAWAY, LULA MAE | 357665 | J | 2003-09-11 14:12:22 | 38 | \$25.00 | \$4.56 |
| Stevie Wonder | I just called to say I love you | 100 | WONDER, STEVIE | 357919 | J | 2003-10-31 04:52:43 | 123 | \$25.00 | \$14.76 |
| Tool | aelima | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'CHANCELLOR, JUSTIN | 318272 | O | 2003-05-09 03:53:12 | 351 | \$25.00 | \$42.12 |
| Tool | Intolerance | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 259428 | O | 2003-03-04 19:17:41 | 141 | \$25.00 | \$16.92 |
| Tool | Prison Sex | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 259427 | O | 2003-03-04 19:18:40 | 261 | \$25.00 | \$31.32 |
| Tool | Eulogy | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 318282 | O | 2003-03-04 19:29:55 | 220 | \$25.00 | \$26.40 |
| Tool | Schlism | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 491062 | O | 2003-05-26 00:13:48 | 208 | \$25.00 | \$24.96 |
| TOOL | Schlism | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 491062 | O | 2003-09-26 01:43:55 | 171 | \$25.00 | \$20.52 |

3gupload.com restricted writers settlement

| | | | | | | | | | |
|------------|---------------|-----|---|--------|---|------------------------|-----|------------|----------|
| Tool | Forty Six & 2 | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 318280 | 0 | 2003-06-23 10:45:31 | 162 | \$25.00 | \$19.44 |
| Tool | H | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 318281 | 0 | 2003-11-02 06:02:20 | 42 | \$25.00 | \$5.04 |
| Tool | Schlism | 100 | KEENAN, MAYNARD JAMES/JONES, ADAM/CAREY, DANIEL 'D'AMOUR, PAUL | 491062 | 0 | 2003-12-04 00:42:31 | 8 | \$25.00 | \$0.96 |
| TOTALS DUE | | | | | | | | \$1,271.13 | \$647.57 |

Deal Owner: Hillary Kahn
Check Number: 1264
Check Amount: 1918.70
Paid Date: 03/04/2004
KARAOKE
Production: 3GUPLOAD.COM
Check Date: 03/02/2004
Period From: 01/01/2003 To: 12/16/2003

Accountings: ☒ Q ☐ A
☐ S
Due Days: ☒ 45 ☐ 60

Next Acctg: 1

| Song (ID) | Amount | Units | Acct |
|-------------------|----------|-------|------------|
| 3GUPLOAD (588062) | 1,271.13 | | |
| | 647.57 | | Sync Fee E |
| | | | Royalty E |

Special Instruction: 0.00

Total: 1,918.70

Windswept Total: 0.00

Jobete Total: 0.00

EMI Total: 1,918.70

☒ Instructions

This is a one time settlement fee for restricted EMI writers used as ring tones

Sequence #: 1

☐ More

HUNTINGTON
www.huntington.com

3GUPLOAD.COM
1201 MAIN ST STE C
LAFAYETTE, IN 47901

1264

20-7/740
3131

3/2/2004

PAY TO THE ORDER OF EMI Entertainment World, Inc.

\$: **1,918.70

One Thousand Nine Hundred Eighteen and 70/100 *****

EMI Entertainment World, Inc.

DOLLARS

[Signature]

⑈001264⑈ ⑆074000078⑆ 01340123895⑈

Ringtone License

THIS AGREEMENT (the "Agreement") is made January 1, 2003 ("Effective Date"), by and between 9 Squared Inc. ("Licensee"), 1900 Wazee Street, Suite 20, Denver, Colorado 80202, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

- (a) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements; and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.
- (b) "Dollars" and "Cents" mean United States Dollars and Cents.
- (c) "Download," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.
- (d) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).
- (e) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.
- (f) "Musical composition" means a combination of melody and rhythm, which may utilize lyrics in synchronization therewith; provided however, the parties hereto acknowledge and agree that EMI Ringtones contain no lyrics whatsoever.
- (g) "Network" means the Website (as defined below) and Approved Third Party Websites (as defined below) on which EMI Ringtones will be made available to consumers, as served from and through

the Server (as defined below), via a range of service channels limited to Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall include a file encryption format that will prevent an EMI Ringtone encrypted in such format to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which will cause a wireless device to announce the reception of an incoming telephone call by playing a pre-determined audio-only instrumental melodic sequence of a musical composition.

(j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Website or through an Approved Third Party Website without first being served from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Third Party Website" means a third party's proprietary website from which Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Third Party Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Third Party Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Third Party Website to verify the nature of business conducted on said Third Party Website. If Publisher approves said Third Party Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Third Party Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Third Party Website(s)"). Upon the execution of this agreement, the parties acknowledge that the following are deemed Approved Third Party Websites: <http://www.ringtonedj.com>, <http://www.nreach.com>, and <http://www.3gairnet.com>.

(n) "Website" means Licensee's proprietary Website on the Internet having a URL of <http://www.ringtonejukebox.com>.

(o) "Wireless Device" means a mobile telephone.

(p) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee

shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, John Mellencamp, Lou Reed, Rod Stewart, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device); and

(iii) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names

associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

The "Term" shall be three (3) years, commencing January 1, 2003 and terminating December 31, 2005 (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, Licensee shall pay to Publisher a non-returnable, recoupable "Advance" of Two Thousand Five Hundred (\$2,500.00) Dollars, which shall be paid upon execution of this Agreement.

(c) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of the retail selling price of each Download Sold to a consumer, with a minimum royalty for each Download Sold of Ten (US\$10) Cents.

(d) Upon recoupment of the Advance set forth in subparagraph (b) by the Royalties generated as set forth in subparagraph (c), Licensee shall pay to Publisher Royalties as set forth in subparagraph (c). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(e) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(f) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, to the publisher of a musical composition, or to the owner of any master recording to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition or a master recording to Licensee for use in Ringtones.

7. Accounting

(a) Royalties under this Agreement shall be paid by Licensee on a quarterly basis and shall be accompanied by statements (which must be provided electronically), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' names, and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Third Party Websites) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher with online access to data collected from real-time monitoring of the Network which data shall include, without limitation, information to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Barbara Adams, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI and SOCAN is subject to clearance of the performing right either from Publisher, ASCAP, BMI, SOCAN or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) use the lyric of an Approved Composition, (iii) parody the music of an Approved Composition, (iv) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials, (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (viii) use any Composition that is not a Approved Composition in any way, or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty, or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to

Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Susan Blosser

To Licensee: 9 Squared Inc.
1900 Wazee Street, Suite 20
Denver, Colorado 80202
Attention: Brian Casazza

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: [Signature]
An authorized signatory

9 Squared Inc.

By: [Signature]
An authorized signatory.

Brian Casazza
COO 9 Squared Inc.
Jan 10th 02

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALlico MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

EMI/9 SQUARED RINGTONES SCHEDULE "B" - LIST OF APPROVED COMPOSITIONS

| Song Code | Title | % Covered | License Company | Artist |
|-----------|------------------------------|-----------|-----------------|----------------------------|
| 503518 | 1 Minute Man | 25.00% | EMI | Missy Elliott |
| 291658 | Again | 50.00% | EMI | Janet Jackson |
| 513203 | Aint it Funny | 60.00% | EMI | Jennifer Lopez |
| 340134 | Aint too Proud to Beg | 100.00% | EMI | Temptations |
| 388936 | Aliens Exist | 100.00% | EMI | Blink 182 |
| 493601 | All for you | 31.25% | EMI | Janet Jackson |
| 388941 | All the Small things | 100.00% | EMI | Blink 182 |
| 466913 | Angel | 50.00% | EMI | Shaggy |
| 154074 | Another one bites the dust | 100.00% | EMI | Queen |
| 154074 | Another One Bites the dust 2 | 100.00% | EMI | Queen |
| 467319 | Are You That Somebody? | 43.75% | EMI | Aaliyah |
| 498447 | Area Codes | 25.00% | EMI | Ludacris and Nate Dog |
| 92910 | Bad Medicine | 33.34% | EMI | Bon Jovi |
| 106393 | Beast of Burden | 100.00% | EMI | Rolling Stones |
| 140575 | Bicycle Race | 100.00% | EMI | Queen |
| 442134 | Big Pimpin | 42.00% | EMI | Jay Z |
| 293373 | Big Poppa | 100.00% | EMI | Notorious B.I.G. |
| 376130 | Black Balloon | 100.00% | EMI | Goo Goo Dolls |
| 363577 | Booticall | 40.00% | EMI | All Saints |
| 376129 | Broadway | 100.00% | EMI | Goo Goo Dolls |
| 416278 | Buffalo Soldier | 66.67% | EMI | Bob Marley |
| 390795 | Bug a Boo | 35.00% | EMI | Destiny's Child |
| 379395 | Can I Get A | 32.50% | EMI | Jay Z |
| 399117 | Can't get enough of you baby | 100.00% | EMI | Smashmouth |
| 399117 | Can't Get Enough of You Baby | 100.00% | EMI | Smashmouth |
| 480380 | Can't get you out of my head | 50.00% | EMI | Kylie Minogue |
| 8310 | Carry on My Wayward Son | 100.00% | EMI | Kansas |
| 200168 | Close Encounters | 100.00% | EMI | John Williams |
| 296260 | Creep | 33.33% | EMI | Radiohead |
| 256501 | Creep | 100.00% | EMI | Stone Temple Pilots |
| 287977 | Creep | 50.00% | EMI | T.L.C. |
| 209947 | Crossroads | 100.00% | EMI | Bone Thugs N Harmony |
| 361706 | Dammit | 100.00% | EMI | Blink 182 |
| 207542 | Dancing Queen | 25.00% | EMI | ABBA |
| 454142 | Danger | 66.67% | EMI | Mystikal |
| 380923 | Day Dreamin | 15.00% | EMI | Tatyana |
| 109427 | Daydream Believer | 100.00% | EMI | Monkees |
| 436383 | Desert Rose | 100.00% | EMI | Sting |
| 529545 | Dilemma | 5.00% | EMI | Nelly |
| 448191 | Doesn't Really Matter | 66.67% | EMI | Janet Jackson |
| 503085 | Don't Let Me Get Me | 100.00% | EMI | Pink |
| 214217 | Don't Stand So Close To Me | 100.00% | EMI | Police |
| 436024 | Easy Lover | 50.00% | EMI | Phil Collins/Philip Bailey |
| 222330 | Every Breath You Take | 100.00% | EMI | Police |

| | | | | |
|--------|-------------------------------|---------|-----|------------------------------|
| 214489 | Every thing she does is magic | 100.00% | EMI | Police |
| 207027 | Everyday People | 50.00% | EMI | Arrested Development |
| 486851 | Fat Lip | 50.00% | EMI | Sum 41 |
| 439491 | Feelin So Good | 30.00% | EMI | Jennifer Lopez |
| 439491 | Feelin' so good | 30.00% | EMI | Jennifer Lopez |
| 357106 | Fields of gold | 100.00% | EMI | Sling |
| 492711 | Fight Music | 39.15% | EMI | D-12 |
| 492201 | First Date | 100.00% | EMI | Blink 182 |
| 221224 | Forever Your Girl | 100.00% | EMI | Paula Abdul |
| 379483 | Genie in a Bottle | 66.60% | EMI | Christina Aguilera |
| 393860 | Girls Best Friend | 47.00% | EMI | Jay Z |
| 506584 | Growing Pains | 20.00% | EMI | Ludacris |
| 437711 | Hangin Around | 100.00% | EMI | Counting Crows |
| 379396 | Hard Knock Life | 6.25% | EMI | Jay Z |
| 517497 | Hey Ma | 85.00% | EMI | Cam'ron |
| 285680 | Hold My Hand | 100.00% | EMI | Hootie and The Blowfish |
| 516967 | Hot In Here | 37.00% | EMI | Nelly |
| 335209 | Hypnotize | 20.83% | EMI | Notorious B.I.G. |
| 371303 | I Aint Mad At Cha | 50.00% | EMI | 2 Pac |
| 448961 | I Don't Want To Rock D.J. | 22.00% | EMI | Robbie Williams |
| 516892 | I Need A Girl Part 2 | 42.50% | EMI | P Diddy |
| 54335 | I Put a Spell on You | 100.00% | EMI | Creedence Clearwater Revival |
| 439532 | I think I am in love with you | 66.66% | EMI | Jessica Simpson |
| 380889 | I Wanna Love You Forever | 50.00% | EMI | Jessica Simpson |
| 115610 | I want you to want me | 100.00% | EMI | Cheap Trick |
| 180569 | Ice Ice Baby | 70.00% | EMI | Vanilla Ice |
| 341278 | I'll Be There | 100.00% | EMI | Jackson 5 |
| 435987 | In the air tonight | 100.00% | EMI | Phil Collins |
| 486851 | In to Deep | 50.00% | EMI | Sum 41 |
| 282988 | Interstate Love Song | 100.00% | EMI | Stone Temple Pilots |
| 364726 | Iris | 100.00% | EMI | Goo Goo Dolls |
| 247923 | It's raining men | 50.00% | EMI | Weather Girls/Geri Halliwell |
| 460378 | Just A Friend | 41.66% | EMI | Mario |
| 346257 | Lady Marmalade | 100.00% | EMI | Christina, Lil Kim, Pink |
| 470145 | Lay Low | 8.33% | EMI | Snoop Doggy Dog |
| 32643 | Living on a Prayer | 33.33% | EMI | Bon Jovi |
| 498558 | Love Don't Cost a Thing | 12.50% | EMI | Jennifer Lopez |
| 303040 | Love Shack | 100.00% | EMI | B 52's |
| 516375 | Luv U Better | 66.66% | EMI | LL Cool J |
| 457029 | Man Overboard | 100.00% | EMI | Blink 182 |
| 380128 | Maria Maria | 25.00% | EMI | Santana |
| 343951 | Mercy Mercy Me | 100.00% | EMI | Marvin Gaye |
| 216788 | Money for Nothing | 10.00% | EMI | Dire Straits |
| 395005 | Mony Mony | 100.00% | EMI | Billy Idol |
| 452469 | Most Girls | 50.00% | EMI | Pink |
| 506566 | Move Bitch | 23.50% | EMI | Ludacris |
| 466932 | Ms. Jackson | 16.67% | EMI | Outkast |

| | | | | |
|--------|----------------------------|---------|-----|----------------------|
| 341908 | My Girl | 100.00% | EMI | Temptations |
| 378517 | Never There | 100.00% | EMI | Cake |
| 72106 | New York New York | 100.00% | EMI | Frank Sinatra |
| 273011 | No Rain | 100.00% | EMI | Blind Melon |
| 386469 | No Scrubs | 43.00% | EMI | T.L.C. |
| 440636 | Notorious Thugs | 98.33% | EMI | Notorious B.I.G. |
| 293382 | One More Chance | 66.66% | EMI | Notorious B.I.G. |
| 358176 | Opening Theme | 75.00% | EMI | Austin Powers |
| 435796 | Pardon Me | 100.00% | EMI | Incubus |
| 506639 | Pass The Courvoisier | 22.50% | EMI | Busta Rhymes |
| 269790 | People are People | 100.00% | EMI | Depeche Mode |
| 4248 | Physical | 50.00% | EMI | Olivia Newton John |
| 256503 | Plush | 100.00% | EMI | Stone Temple Pilots |
| 461154 | Pop Ya Collar | 50.00% | EMI | Usher |
| 492709 | Purple Pills | 39.15% | EMI | D-12 |
| 455025 | Ride With Me | 15.00% | EMI | Nelly |
| 492202 | Rock Show | 100.00% | EMI | Blink 182 |
| 506556 | Rollout | 50.00% | EMI | Ludacris |
| 515867 | Ruff Riders | 25.00% | EMI | DMX |
| 390484 | Say My Name | 65.00% | EMI | Destiny's Child |
| 14927 | Sexual Healing | 100.00% | EMI | Marvin Gaye |
| 454142 | Shake Your Ass | 66.67% | EMI | Mystikal |
| 221305 | She Drives Me Crazy | 100.00% | EMI | Fine Young Cannibals |
| 492717 | Shit Can Happen | 65.00% | EMI | D-12 |
| 216073 | Shout | 100.00% | EMI | Tears For Fears |
| 376128 | Slide | 100.00% | EMI | Goo Goo Dolls |
| 300909 | Smoke on the Water | 100.00% | EMI | Deep Purple |
| 300909 | Smoke On Water | 100.00% | EMI | Deep Purple |
| 493621 | Someone to Call My Love | 20.62% | EMI | Janet Jackson |
| 325926 | Song 2 | 100.00% | EMI | Blur |
| 449647 | Stan | 20.00% | EMI | Eminem |
| 492204 | Stay Together For The Kids | 100.00% | EMI | Blink 182 |
| 387601 | Steal My Sunshine | 100.00% | EMI | Len |
| 350604 | Super Freak | 100.00% | EMI | Rick James |
| 402676 | Tequila | 80.00% | EMI | The Champs |
| 365963 | That Boy Is Mine | 67.00% | EMI | Brandy |
| 111655 | The Final Countdown | 100.00% | EMI | Europe |
| 311040 | The Freshman | 100.00% | EMI | Verve Pipe |
| 358176 | Theme Song | 75.00% | EMI | Austin Powers |
| 75842 | Theme Song | 100.00% | EMI | Batman |
| 106669 | Theme Song | 100.00% | EMI | Bewitched |
| 185570 | Theme Song | 100.00% | EMI | Charles Angels |
| 117284 | Theme song | 100.00% | EMI | I Dream Of Jeanie |
| 61525 | Theme Song | 100.00% | EMI | James Bond 007 |
| 522903 | Thong Song | 31.25% | EMI | Sisqo |
| 465701 | Try Again | 50.00% | EMI | Aaliyah |
| 154091 | Turning Japanese | 100.00% | EMI | Vapors |
| 304023 | Waterfalls | 40.00% | EMI | T.L.C. |
| 145163 | We are the champions | 100.00% | EMI | Queen |
| 145204 | We will rock you | 100.00% | EMI | Queen |
| 388938 | Whats my age again | 100.00% | EMI | Blink 182 |

| | | | | |
|--------|---------------------|---------|-----|--|
| 470101 | Whats My Name | 20.00% | EMI | Snoop Doggy Dog |
| 61000 | What's New Pussycat | 100.00% | EMI | Tom Jones |
| 390761 | Where you are | 40.00% | EMI | Jessica Simpson |
| 213985 | Whip It | 100.00% | EMI | Devo |
| 505071 | Whole World | 16.67% | EMI | Outkast |
| 447167 | Will 2k | 2.67% | EMI | Will Smith |
| 517118 | Work It Out | 90.00% | EMI | Beyonce Knowles (from Austin Powers 3) |
| 32646 | You give love a bad | 33.33% | EMI | Bon Jovi |
| 355536 | You Make Me Wanna | 60.00% | EMI | Usher |

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: October 22, 2003

9 Squared Inc.
1900 Wazee Street, Suite 20
Denver, Colorado 80202
Attention: Brian Casazza

AMENDMENT

When signed by 9 Squared Inc. ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated October 22, 2003 (the "Amendment"), to the certain license agreement between Licensee and EMI effective as of January 1, 2003, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Audio-Only Ringtones with Vocals Now Permitted

For good and valuable consideration, receipt of which is hereby acknowledged, EMI hereby agrees to permit Licensee to offer audio-only EMI Ringtones which include vocals. As such, the Agreement is hereby amended as follows:

(a) The word "instrumental" is hereby deemed deleted from paragraph 1(i). For clarity, the amended paragraph 1(i) shall be deemed to read as follows:

"(i) 'Ringtone' means an electronic code which will cause a wireless device to announce the reception of an incoming telephone call by playing a pre-determined audio-only instrumental melodic sequence of a musical composition."

(b) Paragraph 9(c)(ii) is hereby deemed deleted. For clarity, the amended paragraph 9(c) shall be deemed to read as follows:

"(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) use the lyric of an Approved Composition, (iii) parody the music of an Approved Composition, (iv) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials, (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform; media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14."


BC

3. For clarification, in no event shall Licensee synchronize a Composition to a visual image, including without limitation in an EMI Ringtone. including without limitation in any EMI Ringtone.

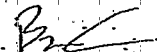
4. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 
An authorized signatory

9 Squared Inc.

By: 
An authorized signatory

Ringtone License

THIS AGREEMENT (the "Agreement") is made February 26, 2003 ("Effective Date"), by and between Kanematsu USA, Inc. ("Licensee"), 1785 Fox Drive, San Jose, California 95131, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(b) "Dollars" and "Cents" mean United States Dollars and Cents.

(c) "Download," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

(d) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(e) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.

(f) "Musical composition" means a combination of melody and rhythm, which may utilize lyrics in synchronization therewith; provided however, the parties hereto acknowledge and agree that EMI Ringtones contain no lyrics whatsoever.

(g) "Network" means the Website (as defined below) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels limited to Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall include a file encryption format that will prevent an EMI Ringtone encrypted in such format to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which will cause a wireless device to announce the reception of an incoming telephone call by playing a pre-determined instrumental melodic sequence of a musical composition.

(j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Website without first being served from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Website" means Licensee's proprietary Website on the Internet having a URL of <http://www.xringer.com>.

(n) "Wireless Device" means a mobile telephone.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule C ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, John Mellencamp, Lou Reed, Rod Stewart, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device); and

(iii) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States.

5. Term

The "Term" shall be three (3) years, commencing on the first date an EMI Ringtone is first made available for Download to consumers, but no later than March 1, 2003, and terminating three (3) years later (but no later than February 28, 2006) (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, Licensee shall pay to Publisher a non-returnable, recoupable "Advance" of Five Thousand (\$5,000.00) Dollars, which shall be paid upon execution of this Agreement.

(c) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of the selling price of each Download Sold to consumers, with a minimum royalty for each Download Sold of Ten (US\$10) Cents. Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(d) Upon recoupment of the Advance set forth in subparagraph (b) by the Royalties generated as set forth in subparagraph (c), Licensee shall pay to Publisher Royalties as set forth in subparagraph (c). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(e) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(f) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition or to the publisher of a musical composition to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition to Licensee for use in Ringtones.

7. Accounting

(a) Licensee shall pay Royalties and account to Publisher on a quarterly basis, and said payments/accountings shall be accompanied by statements (which must be provided electronically), indicating, on an EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45)

days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the Ringtone related books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(c) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Yolanda Blum, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(d) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(e) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI").

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI is subject to clearance of the performing right either from Publisher, ASCAP, BMI or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) use the lyric of an Approved Composition, (iii) parody the music of an Approved Composition, (iv) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials, (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld); Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs, or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher:

EMI Entertainment World, Inc.
810 Seventh Avenue, 36th Floor
New York, New York 10019
Attention: Yolanda Blum

To Licensee:

Kanematsu USA, Inc.
1785 Fox Drive
San Jose, California 95131
Attention: Pierre Yamashina, Manager

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (*in rem* or *in personam*) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher, and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the

information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 

An authorized signatory

Kanematsu USA, Inc.

By: 

An authorized signatory

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALlico MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

Feb 26. 2013

SCHEDULE C

to the Agreement dated September 19, 2002, by and between
EMI Entertainment World, Inc. and Kanematsu USA, Inc.
(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated September 19, 2002, by and between EMI Entertainment World, Inc. and Kanematsu USA, Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The musical composition(s) (the "EMI Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)" (%)].
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

[PUBLISHER]

Kanematsu USA, Inc.

By: 

By: 

Ringtone License

THIS AGREEMENT (the "Agreement") is made March 13, 2003 ("Effective Date"), by and between Wireless Latin Entertainment ("Licensee"), 1390 South Dixie Highway, Suite 2222, Coral Gables, Florida 33146, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

- (a) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule-B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.
- (b) "Dollars" and "Cents" mean United States Dollars and Cents.
- (c) "Download," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.
- (d) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).
- (e) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.
- (f) "Musical composition" means a combination of melody and rhythm, which may utilize lyrics in synchronization therewith; provided however, the parties hereto acknowledge and agree that EMI Ringtones contain no lyrics whatsoever.

- (g) "Network" means the Website (as defined below) and Approved Third Party Websites (as defined below) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels limited to Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall include a file encryption format that will prevent an EMI Ringtone encrypted in such format to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.
- (h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.
- (i) "Ringtone" means an electronic code which will cause a wireless device to announce the reception of an incoming telephone call by playing a pre-determined audio-only instrumental melodic sequence of a musical composition.
- (j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.
- (k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Website or through an Approved Third Party Website without first being served from and through the Server.
- (l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.
- (m) "Third Party Website" means a third party's proprietary website from which Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Third Party Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Third Party Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Third Party Website to verify the nature of business conducted on said Third Party Website. If Publisher approves said Third Party Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Third Party Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Third Party Website(s)"). Upon execution of this agreement, the parties acknowledge that the following is deemed an Approved Third Party Website: <http://www.modtones.com>.
- (n) "Website" means Licensee's proprietary Website dedicated to its Latin Garage offering on the Internet having a URL of <http://www.wilaen.com>.
- (o) "Wireless Device" means a mobile telephone.
- (p) Each other expression used herein; unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, John Mellencamp, Lou Reed, Rod Stewart, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device); and

(iii) Subject to paragraph 8 below, to "stream" up to twenty-five (0:25) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale; in digital, computer readable or other form, on the Network; provided that said streamed EMI Ringtone (and

the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States.

5. Term

The "Term" shall be three (3) years, commencing May 1, 2003 and terminating April 30, 2006 (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration for the rights granted to Licensee hereunder, Licensee shall pay Publisher the following amounts:

(i) Licensee shall pay Publisher, the non-returnable, non-recoupable sum of (Publisher's Prorata Share of) Twenty Five (US\$25.00) Dollars for each EMI Ringtone template uploaded to the Server, from which copies may be created and distributed to a consumer when a Download is Sold to said consumer.

(ii) Licensee shall pay Publisher a royalty in the amount of (Publisher's Prorata Share of) ten (10%) percent of the retail selling price of each Download Sold to a consumer, with a minimum royalty for each Download Sold of Ten (US\$.10) Cents. Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(c) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(d) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, to the publisher of a musical composition, or to the owner of any master recording to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition or a master recording to Licensee for use in Ringtones.

7. Accounting

(a) Royalties under this Agreement shall be paid by Licensee on a quarterly basis and shall be accompanied by statements (which must be provided electronically), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Third Party Websites) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher with online access to data collected from real-time monitoring of the Network which data shall include, without limitation, information to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Yolanda Blum, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI").

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI is subject to clearance of the performing right either from Publisher, ASCAP, BMI or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) use the lyric of an Approved Composition, (iii) parody the music of an Approved Composition, (iv) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials, (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (viii) use any Composition that is not a Approved Composition in any way, or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not

specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be

withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business

days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Yolanda Blum

To Licensee: Wireless Latin Entertainment
1390 South Dixie Highway, Suite 2222
Coral Gables, Florida 33146
Attention: Luis Samra (copy to Jose Antonio Beltran)

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (*in rem* or *in personam*) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

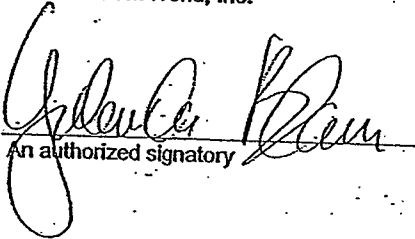
20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

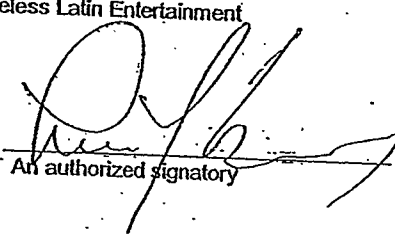
EMI Entertainment World, Inc.

By:


An authorized signatory

Wireless Latin Entertainment

By:


An authorized signatory

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

SCHEDULE B

LIST OF APPROVED COMPOSITIONS

SCHEDULE C
to the Agreement dated March 13, 2003, by and between
EMI Entertainment World, Inc. and Wireless Latin Entertainment
(pursuant to paragraph 1(n))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated March 13, 2003, by and between EMI Entertainment World, Inc. and Wireless Latin Entertainment (the "Agreement"), to be effective as of the date hereof, to make the following Third Party Website(s) constitute Approved Third Party Website(s), and thus part of the Network.

1. The URL of the proposed Third Party Website(s) covered by this Addendum is/are:

<http://www.modtones.com>

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World, Inc.

By: 

Wireless Latin Entertainment

By: 

SCHEDULE D
to the Agreement dated March 13, 2003, by and between
EMI Entertainment World, Inc. and Wireless Latin Entertainment
(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

Dated: _____

ADDENDUM to the Agreement dated March 13, 2003, by and between EMI Entertainment World, Inc. and Wireless Latin Entertainment (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The musical composition(s) (the "EMI Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)"] (%).
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World, Inc.

By: _____

Wireless Latin Entertainment

By: _____

Ringtone License

THIS AGREEMENT (the "Agreement") is made June 18, 2003 ("Effective Date"), by and between Opera Telecom, Inc. ("Licensee"), 13800 Coppermine Road, Herndon, Virginia 20171, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(b) "Dollars" and "Cents" mean United States Dollars and Cents.

(c) "Download" means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

(d) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(e) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.

(f) "Network" means the Website (as defined below) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall prevent an EMI Ringtone to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(g) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(h) "Ringtone" means an electronic code which causes a predetermined audio-only melodic sequence of a musical composition to be played in conjunction with an activity of a Wireless Device, including the announcement of an incoming telephone call or message.

(i) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(j) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Website without first being served from and through the Server.

(k) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(l) "Website(s)" means Licensee's proprietary website(s) or wapsite(s) on the Internet having a URL of <http://www.telemob.com> and <http://www.telemobusa.com>.

(m) "Wireless Device" means a mobile telephone, pager, personal digital assistant, or a hybrid handheld wireless device that incorporates the functions of the above.

(n) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule C ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, John Mellencamp, Lou Reed, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 12 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (i) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device and (ii) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected); and

(iii) Subject to paragraph 9 below, to "stream" up to thirty (0:30) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

The "Term" shall be two (2) years, commencing July 1, 2003 and terminating June 30, 2005 (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Song Guarantee

Licensee shall ensure, at all times during the Term, not less than fifty (50) EMI Ringtones (based on Publisher's 100% control) are made available to consumers on the Network. Any failure by Licensee to fulfill its obligations under this paragraph 6 shall constitute an Event of Default (as defined below), to be subject to the terms and conditions set forth in paragraph 15(a)(i) below. From time to time throughout the Term, Publisher may request, and Licensee shall supply within five (5) days of receipt of such request, written verification that Licensee is complying with the provisions of this paragraph 6.

7. Upload Fees / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, Licensee shall pay Publisher, the non-returnable, non-refundable sum of (Publisher's Prorata Share of) Twenty Five (US\$25.00) Dollars for each EMI Ringtone template uploaded to the Server, from which copies may be created and distributed to a consumer when a Download is Sold to said consumer. Upon execution of this Agreement, Licensee shall pay Publisher the sum of One Thousand Two Hundred Fifty (\$1,250.00) Dollars, which represents an amount equal to the upload fee respecting the first fifty (50) EMI Ringtones (based on Publisher's 100% control) uploaded to the Server.

(c) In further consideration of the rights granted hereunder, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of the retail selling price of each Download Sold to a consumer, with a minimum royalty for each Download Sold of Ten (US\$10) Cents. Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 8 below.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, to the publisher of a musical composition, or to the owner of any master recording to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision: In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition or a master recording to Licensee for use in Ringtones.

8. Accounting

(a) Together with all applicable Royalties due Publisher, Licensee shall render Publisher accounting statements on a quarterly basis, (which must be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Rod Kotler, Music Services, Licensing Department at the address indicated in paragraph 16 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 15), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

9. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI and SOCAN is subject to clearance of the performing right either from Publisher, ASCAP, BMI, SOCAN or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

10. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) parody the music of an Approved Composition, (iii) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (iv) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (v) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audiovisual work, including without limitation in commercials, (vi) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (vii) use any Composition that is not a Approved Composition in any way, or (viii) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 15.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more prominently than any other composer's name.

11. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

12. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

13. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

14. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

15. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

16. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Rod Kotler

To Licensee: Opera Telecom, Inc.
13800 Coppermine Road
Hemdon, Virginia 20171
Attention: Colin Matthews, President & CEO

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

17. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 16. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

18. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

19. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

20. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 16 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

21. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 

An authorized signatory

Opera Telecom, Inc.

By: 

An authorized signatory

COLIN D. MATTHEWS

PRESIDENT & CEO

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALlico MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

SCHEDULE B

LIST OF APPROVED COMPOSITIONS

SCHEDULE C
to the Agreement dated June 18, 2003, by and between
EMI Entertainment World, Inc. and Opera Telecom, Inc.
(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated June 18, 2003, by and between EMI Entertainment World, Inc. and Opera Telecom, Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The musical composition(s) (the "EMI Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)" (%)].
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____].
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

[EMI PUBLISHER]

Opera Telecom, Inc.

By: _____

By: _____

Ringtone License

THIS AGREEMENT (the "Agreement") is made July 10, 2003, effective as of July 1, 2003 ("Effective Date"), by and between Improvista Interactive Music, Inc. ("Licensee"), 10350 South De Anza Blvd., Suite 2A, Cupertino, California 95014, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule B), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)"). Upon execution of this agreement, the parties acknowledge that <http://www.attws.com> is an Approved Additional Website.

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(c) "Dollars" and "Cents" mean United States Dollars and Cents.

(d) "Download," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

(e) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(f) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.

(g) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall prevent an EMI Ringtone to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which causes a predetermined audio-only melodic sequence of a musical composition to be played in conjunction with an activity of a Wireless Device, including the announcement of an incoming telephone call or message.

(j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Website or through an Approved Additional Website without first being served from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Website" means Licensee's proprietary website or wapsite on the Internet having a URL of <http://www.mobjam.com>.

(n) "Wireless Device" means a mobile telephone, pager, personal digital assistant, or a hybrid handheld wireless device that incorporates the functions of the above.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, John Mellencamp, Lou Reed, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (i) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device and (ii) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected); and

(iii) To permit consumers, through the use of their Wireless Device or via a "mixer" application on the Website or an Approved Additional Website, to manipulate various audio properties of the EMI Ringtones (including tone, tempo and musical instrumentation), provided in no event shall such manipulation alter the fundamental character of the Composition embedded in the applicable EMI Ringtone or permit the playback of said EMI Ringtone in a non-linear progression;

(iv) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States.

5. Term

The "Term" shall be three (3) years, commencing July 1, 2003 and terminating June 30, 2006 (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, Licensee shall pay Publisher a one-time fee equal to Publisher's Prorata Share of Ten (\$10) Cents for each EMI Ringtone template uploaded to the Server ("Upload Fee"), from which copies may be created and distributed to a consumer when a Download is Sold to said consumer. For each quarter during the Term, Licensee shall pay to Publisher the Upload Fees due for said quarter pursuant to the accounting terms and conditions of paragraph 7 below.

(c) In consideration of the rights granted hereunder, Licensee shall pay to Publisher a non-returnable, recoupable "Advance" of One Thousand Five Hundred (\$1,500.00) Dollars, which shall be paid upon execution of this Agreement.

(d) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of the retail selling price of each Download Sold to a consumer, with a minimum royalty for each Download Sold of Ten (US\$.10) Cents.

(e) Upon recoupment of the Advance set forth in subparagraph (c) by the Royalties generated as set forth in subparagraph (d), Licensee shall pay to Publisher Royalties as set forth in subparagraph (d). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(f) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(g) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, to the publisher of a musical composition, or to the owner of any master recording to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition or a master recording to Licensee for use in Ringtones.

7. Accounting

(a) Together with all applicable Royalties due Publisher, Licensee shall render Publisher accounting statements on a quarterly basis, (which must be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee

shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Susan Bailey-Lemansky, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI").

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI is subject to clearance of the performing right either from Publisher, ASCAP, BMI or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) parody the music of an Approved Composition, (iii) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (iv) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (v) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audiovisual work, including without limitation in commercials, (vi) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (vii) use any Composition that is not a Approved Composition in any way, or (viii) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Susan Bailey-Lemansky

To Licensee: Improvista Interactive Music, Inc.
10350 South De Anza Blvd., Suite 2A
Cupertino, California 95014
Attention: Hiromu Soga, CEO

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (*in rem* or *in personam*) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted.

Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 

An authorized signatory

Improvista Interactive Music, Inc.

By: 

An authorized signatory

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS' CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

SCHEDULE B

LIST OF APPROVED COMPOSITIONS

See attached list.

SCHEDULE C
to the Agreement dated as of July 1, 2003, by and between
EMI Entertainment World, Inc. and Improvista Interactive Music, Inc. (pursuant to paragraph 1(a))

ADDENDUM OF RIGHTS

Dated: _____

ADDENDUM to the Agreement dated as of July 1, 2003, by and between EMI Entertainment World, Inc. and Improvista Interactive Music, Inc. (the "Agreement"), to be effective as of the date hereof, to make the following Additional Website(s) constitute Approved Additional Website(s), and thus part of the Network.

1. The URL of the proposed Additional Website(s) covered by this Addendum is/are:

http://www.f mobjam.com]

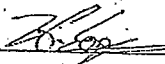
2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World, Inc.

Improvista Interactive Music, Inc.

By: _____

By:  _____

SCHEDULE C
to the Agreement dated as of July 1, 2003, by and between
EMI Entertainment World, Inc. and Improvista Interactive Music, Inc. (pursuant to paragraph 1(a))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated as of July 1, 2003, by and between EMI Entertainment World, Inc. and Improvista Interactive Music, Inc. (the "Agreement"), to be effective as of the date hereof, to make the following Additional Website(s) constitute Approved Additional Website(s), and thus part of the Network.

1. The URL of the proposed Additional Website(s) covered by this Addendum is/are:
<http://wap.mobjam.com> (for AT&T and other WAP operators)
<http://boost.mobjam.com> (Boost Mobile)
<http://web3.mobjam.com> (for Brew operators, including for Latin America and Caribbean)
2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World, Inc.

Improvista Interactive Music, Inc.

By: 

By: 

Noriyuki Okada
President & COO

SCHEDULE D
to the Agreement dated as of July 1, 2003, by and between
EMI Entertainment World, Inc. and Improvsta Interactive Music, Inc.
(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated as of July 1, 2003, by and between EMI Entertainment World, Inc. and Improvsta Interactive Music, Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:


1. The musical composition(s) (the "EMI Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)" (%)].
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____].
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

[EMI PUBLISHER]

Improvsta Interactive Music, Inc.

By: _____

By:  _____

Ringtone License

THIS AGREEMENT (the "Agreement") is made August 1, 2003 ("Effective Date"), by and between Yamaha Music Interactive, Inc. ("Licensee"), 151 West 46th Street, Eighth Floor, New York, New York 10036, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website (including wireless website), proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule B), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)").

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(c) "Dollars" and "Cents" mean United States Dollars and Cents.

(d) "Download," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

(e) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(f) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.

(g) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall prevent an EMI Ringtone to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which causes a predetermined audio-only melodic sequence of a musical composition to be played in conjunction with an activity of a Wireless Device, including the announcement of an incoming telephone call or message.

(j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Website or through an Approved Additional Website without first being served from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Website" means wireless website proprietary to AT & T Wireless having a URL of http://aw-us.yamaha-ringtone.com/m/ysr_aw_us_free/servlet/show?page=Menu and accessible to users of a Wireless Device.

(n) "Wireless Device" means a NEC515 mobile telephone.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, John Mellencamp, Lou Reed, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Matchbox 20, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to forty-five (0:45) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (i) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device and (ii) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected); and

(iii) Subject to paragraph 8 below, to "stream" up to forty-five (0:45) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

The "Term" shall be five (5) years, commencing August 1, 2003 and terminating July 31, 2006 (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Upload Fees / Advance / Royalties

(a)

REDACTED

(b)

(c)

(d)

REDACTED

(e)

REDACTED

(f)

(g)

REDACTED

7. Accounting

(a) Together with all applicable Royalties and Upload Fees due Publisher, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more,

Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Susan Blosser, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI and SOCAN is subject to clearance of the performing right either from Publisher, ASCAP, BMI, SOCAN or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) parody the music of an Approved Composition, (iii) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (iv) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (v) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials, (vi) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (vii) use any Composition that is not a Approved Composition in any way; or (viii) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire; and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Susan Blosser

To Licensee: Yamaha Music Interactive, Inc.
151 West 46th Street, Eighth Floor
New York, New York 10036
Attention: Seichi Yamaguchi

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (*in rem* or *in personam*) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted.

Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 

An authorized signatory

Yamaha Music Interactive, Inc.

By: 

An authorized signatory

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

SCHEDULE B

LIST OF APPROVED COMPOSITIONS

| <u>Song</u> | <u>SONG TITLE</u> | <u>Writers</u> | <u>Catalog (Society)</u> | <u>U.S./ Canada</u> | <u>Artist</u> | <u>Fixing Fee</u> |
|-------------|---------------------------------------|--|---|---------------------|------------------------------|-------------------|
| 517246 | A Box Full Of Sharp Objects | McCrakern/Steineckert/Howard/ Allman | EMI Blackwood Music Inc. (BMI) | 100.00% | The Used | |
| 340098 | ABC | Mizell/Perren/Lussier/Gordy | Jobete Music Co., Inc. (ASCAP) | 100.00% | Jackson 5 | |
| 340124 | Ain't No Mountain High Enough | Simpson/Ashford | Jobete Music Co., Inc. (ASCAP) | 100.00% | Ashford & Simpson | |
| 437939 | Be With You | Barry/Iglesias/Taylor | EMI April Music Inc. (ASCAP) | 50.00% | Enrique Iglesias | |
| 106393 | Beast Of Burden | Jagger/Richards | Colgems - EMI Music Inc. (ASCAP) | 100.00% | Rolling Stones | |
| 542384 | Beautiful | Broadus/Williams/Hugo | EMI Blackwood Music Inc. (BMI)/EMI April Music Inc. (ASCAP) | 100.00% | Snoop Dog | |
| 517670 | Buried Myself Alive | McCrakern/Steineckert/Howard/ Allman | EMI Blackwood Music Inc. (BMI) | 100.00% | The Used | |
| 542813 | Calling All Angels | Monahan/Underwood/Stafford/ Collin | EMI April Music Inc. (ASCAP) | 100.00% | Train | |
| 202596 | Caribbean Blue | Nicky Ryan, Roma Ryan | EMI Blackwood Music Inc. (BMI) | 100.00% | Enya | |
| 277063 | Charlots Of Fire | Vangelis | EMI April Music Inc. (ASCAP) | 100.00% | Film | |
| 200168 | Close Encounters Of The Third Kind | Williams | EMI Gold Horizon Music Corp. (BMI) | 100.00% | Movie Theme | |
| 321235 | Cosmic Girl | Kay/Jason/Zender/Mackenzie/ Wallis/Katz | EMI Blackwood Music Inc. (BMI) | 100.00% | Jamiroquai | |
| 565656 | Crazy In Love | Harrison/Carter/Knowles | EMI Blackwood Music Inc. (BMI)/EMI April Music Inc. (ASCAP) | 42.50% | Beyonce Knowles | |
| 163938 | Crazy Little Thing Called Love | Mercury | Beechwood Music Corporation (BMI) | 100.00% | Queen | |
| 349953 | Cruisin' | Robinson/Tarplin | Jobete Music Co. Inc. | 100.00% | Smokey Robinson; D'angelo | |
| 480316 | Dance With Me | Combs/Winans/Jamison/Knight/ | EMI April Music Inc. (ASCAP) | 65.00% | Jennifer Lopez | |
| 214216 | De Do Do De Da Da Da | Sting | EMI Blackwood Music Inc. (BMI) | 100.00% | The Police | |
| 497769 | Dejame Entrar | C. Vives/M. Madera/A. Castro | | 100.00% | Carlos Vives | |
| 214928 | Do You Really Want To Hurt Me | Hay/Moss/Craig/O'Dowd | EMI Virgin Music, Inc. (ASCAP) | 100.00% | Culture Club | |
| 14043 | Downunder | Hay/Strykert | EMI Blackwood Music Inc. (BMI) | 100.00% | Men At Work | |
| 621741 | Emotional Rollercoaster | Roberson/Osunlade/Green | EMI April Music Inc. (ASCAP) | 25.00% | Vivian Green | |

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|--------|--|-------------------------------------|---|---------|----------------------------|
| 7217 | Entrega Total, | M.Cazares (A.Pulido) | EMI Blackwood Music Inc. (BMI) | 100.00% | Pablo Montero |
| 216462 | Everybody Wants To Rule The World | Orzabal/Stanley/Hughes | EMI Virgin Songs, Inc. (BMI) | 100.00% | Tears For Fears |
| 535146 | Excuse Me Miss | Carter/Williams/Hugo | EMI Blackwood Music Inc. (BMI)/EMI April Music Inc. (ASCAP) | 100.00% | Jay Z |
| 503084 | Family Portrait | Moore/Storch | EMI April Music Inc. (ASCAP) | 100.00% | Pink |
| 519908 | Feelin' The Same Way | Alexander | EMI Blackwood Music Inc. (BMI) | 100.00% | Norah Jones |
| 111655 | Final Countdown | Tempest | Screen Gems - EMI Music Inc. (BMI) | 100.00% | Europe |
| 512439 | Foolish | DeBarge/Jordan/Douglas/ Lorenzo | Jobete Music Co. Inc. (ASCAP) | 50.00% | Ashanti |
| 565655 | Frontin' | Carter/Hugo/Williams | EMI Blackwood Music Inc. (BMI)/EMI April Music Inc. (ASCAP) | 66.66% | Pharrell |
| 539638 | Get Busy | Henriquez/Marsden | EMI April Music Inc. (ASCAP) | 50.00% | Sean Paul |
| 442447 | He Wasn't Man Enough For Me | Jerkins/Daniels/Jerkins/Mason | EMI Blackwood Music Inc. (BMI)/EMI April Music Inc. (ASCAP) | 72.00% | Toni Braxton |
| 278836 | Heartbreak Town | Scott | EMI April Music Inc. (ASCAP) | 100.00% | Dixie Chicks |
| 542017 | How You Gonna Act Like That | Thomas/Mason/Dawkins/Gibson | EMI April Music Inc. (ASCAP) | 31.00% | Tyrese |
| 542773 | I Can | Remi/Jones/Hammond | EMI April Music Inc. (ASCAP) | 33.34% | Nas |
| 395739 | I Can't Stop Loving You (Though I Try) | Nicholls | EMI Full Keel Music Inc. (ASCAP) | 100.00% | Phill Collins |
| 502082 | Love To See You Cry | E. Iglesias, P. Barry, S. Torcy, M. | EMI April Music Inc. (ASCAP) | 40.00% | Enrique Iglesias |
| 187300 | I Still Love You | Stewart | EMI April Music Inc. (ASCAP) | 100.00% | Rod Stewart |
| 535568 | I Wish I Wasn't | J.Jam,T.Lewis (J.Harris | EMI April Music Inc. (ASCAP) | 100.00% | Heather Headley |
| 341278 | I'll Be There | Davis/Gordy/West/Hutch | Jobete Music Co. Inc. (ASCAP) | 100.00% | Mariah Carey; Jackson 5 |
| 500839 | I'm A Slave 4 U | Hugo/Williams | EMI Blackwood Music Inc. (BMI)/EMI April Music Inc. (ASCAP) | 100.00% | Britney Spears |
| 450287 | I'm Not In Love | Stewart/Gouldman | EMI Blackwood Music Inc. (BMI) | 100.00% | 10 c.c. |
| 15022 | I'm So Excited | Lawrence/Pointer/Pointer/ Pointer | EMI Blackwood Music Inc. (BMI) | 100.00% | Pointer Sisters |

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|--------|----------------------|---|---|---------|------------------------|
| 122244 | On Broadway | Mann/Weil/Leiber/Stoller | Screen Gems-EMI Music Inc. (BMI) | 100.00% | The Drifters/Lou Rawls |
| 465055 | Only Time | Enya/Ryan/Ryan | EMI Blackwood Music Inc. (BMI) | 100.00% | Enya |
| 96982 | Orinoco Flow | Enya/Ryan/Ryan | EMI Blackwood Music Inc. (BMI) | 100.00% | Enya |
| 519911 | Painter Song | Alexander/Hopkins | EMI Blackwood Music Inc. (BMI) | 100.00% | Norah Jones |
| 521730 | Para Que La Vida | Iglesias/Mendez/Garcia | EMI April Music Inc. (ASCAP)/EMI Blackwood Music Inc. (BMI) | 100.00% | Enrique Iglesias |
| 60200 | Pink Panther (Theme) | Mancini | EMI U Catalog Inc. (ASCAP) | 25.00% | Movie Theme |
| 521727 | Quizas | Iglesias/Mendez | EMI April Music Inc. (ASCAP)/EMI Blackwood Music Inc. (BMI) | 100.00% | Enrique Iglesias |
| 213217 | Roxanne | Sting | EMI Blackwood Music Inc. (BMI) | 100.00% | The Police |
| 204276 | S O S | Andersson/Ulvaeus/Anderson | EMI Grove Park Music Inc. (BMI) | 25.00% | ABBA |
| 390484 | Say My Name | Knowles/Jerkins/Daniels/Jerkins/Rowland/Luckett | EMI Blackwood Music Inc. (BMI) | 65.00% | Destiny's Child |
| 13476 | September | White/McKay/Lewis | EMI April Music Inc. (ASCAP) | 100.00% | Earth Wind & Fire |
| 519907 | Seven Years | Alexander | EMI Blackwood Music Inc. (BMI) | 100.00% | Norah Jones |
| 14927 | Sexual Healing | Gaye/Ritz/Brown | EMI April Music Inc. (ASCAP)/EMI Blackwood Music (BMI) | 100.00% | Marvin Gaye |
| 356204 | Shape of My Heart | Miller/Sting | EMI Blackwood Music Inc. (BMI) | 100.00% | Sting |
| 125248 | Shattered | Jagger/Richards | Colgems - EMI Music Inc. (ASCAP) | 100.00% | Rolling Stones |
| 13420 | Shining Star | Bailey/D/W | | 100.00% | Earth, Wind & Fire |
| 216073 | Shout | Orzabal/Stanley | EMI Virgin Songs, Inc. (BMI) | 100.00% | Tears for Fears |
| 382206 | Silly Ho | Austin | EMI Blackwood Music Inc. (BMI) | 100.00% | TLC |
| 300909 | Smoke On The Water | Lord/Palce/Gillan/Glover/Blackmore | Glenwood Music Corp. (ASCAP) | 100.00% | Deep Purple |
| 184832 | Stand By Your Man | Sherrill/Wynette | EMI Al Gallico Music Corp. (BMI) | 100.00% | Tammy Wynette |

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|--------|---|-------------------------------------|--|---------|----------------------------|
| 535563 | I'm Still Here (from the film "Treasure Planet") | Rzenick | EMI Virgin Music Inc. (ASCAP) | 100.00% | Goo Goo Dolls |
| 393869 | I'm Too Sexy | Fairbrass/Fairbrass/ Manzoli | EMI Blackwood Music Inc. (BMI) | 100.00% | Right Said Fred |
| 364726 | Iris | Rzeznik | EMI Virgin Songs, Inc. (BMI) | 100.00% | Goo Goo Dolls |
| 117023 | It's Only Rock 'N Roll | Jagger/Richards | Golgems - EMI Music Inc. (ASCAP) | 100.00% | Rolling Stones |
| 61525 | James Bond Theme (from "Dr. No") | Norman | EMI Unart Catalog Inc. (BMI) | 100.00% | Movie theme |
| 359026 | King of Pain | Sting | EMI Blackwood Music Inc. (BMI) | 100.00% | The Police |
| 397721 | La Bamba (U.S. only--we have no rights in Canada) | Valens | EMI Virgin Songs, Inc. d/b/a EMI Longitude Music (BMI) | 100.00% | Ritchie Valens; Los Lobos |
| 539637 | Like Glue | Henriquez/Kelly | EMI April Music Inc. (ASCAP) | 50.00% | Sean Paul |
| 500569 | Little L | Kay/Johnson | EMI Blackwood Music Inc. (BMI) | 100.00% | Jamiroquai |
| 519910 | Lonestar | Alexander | EMI Blackwood Music Inc. (BMI) | 100.00% | Norah Jones |
| 396115 | Lullaby Of Birdland | Shearing/Weiss | EMI Virgin Songs, Inc. d/b/a EMI Longitude Music (BMI) | 100.00% | Dianne Reeves; Count Basie |
| 502286 | May It Be | Ni Bhraonlan/Ryan/Ryan | EMI Blackwood Music Inc. (BMI) | 100.00% | Enya |
| 389214 | Meet Virginia | Monahan/Hotchkiss/ Stafford | EMI Blackwood Music Inc. (BMI)/ EMI April Music Inc. (ASCAP) | 100.00% | Train |
| 383950 | Miserable | Popoff/Popoff/Baldes/ Shellenberger | EMI April Music Inc. (ASCAP) | 100.00% | Lit |
| 291251 | Miss You Much | Harris/Lewis | EMI April Music Inc. (ASCAP) | 100.00% | Janet Jackson |
| 84048 | Moonlight Serenade | Miller/Parish | EMI Robbins Catalog Inc. (ASCAP) | 100.00% | Glenn Miller |
| 380127 | My Love Is Your Love | Dupleiss/Jean | EMI Blackwood Music Inc. | 25.00% | Whitney Houston |
| 121391 | Nadia's Theme | Devorzon/Botkin | Screen Gems - EMI Music Inc. (BMI) | 100.00% | Movie Theme |
| 384659 | New York City Boy | Tennant/Lowe/Morales | EMI Virgin Music, Inc (ASCAP)/EMI April Music Inc. (ASCAP) | 100.00% | Pet Shop Boys |
| 72106 | New York, New York | Kander/Ebb | EMI Unart Catalog Inc. (BMI) | 100.00% | Frank Sinatra |
| 519912 | Nightingale | Jones | EMI Blackwood Music Inc. (BMI) | 100.00% | Norah Jones |
| 158434 | No Getting' Over Me | | | 100.00% | Ronnie Milsap |

REDACTED

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|---------|--------------------------------------|--|--|---------|-----------------------------------|
| 80003 | Hawaiian War Chant (Ta Hu Wa Hu Wai) | Ralph Freed, John Noble | EMI Miller Catalog Inc. (ASCAP) | 100.00% | Hawaiian Folk Song |
| 206693 | Take A Chance On Me | Andersson/Ulvaeus | EMI Waterford Music Inc. (ASCAP) | 25.00% | ABBA |
| 291401 | Te Vas Amor | El Coyote Y Su Banda Tierra Santa (A.Vega) | EMI April Music | 100.00% | El Coyote Y Su Banda Tierra Santa |
| 394475 | That's The Way I Like It | Casey/Finch | EMI Virgin Songs, Inc. d/b/a EMI Longitude Music (BMI) | 100.00% | KC & The Sunshine Band; |
| 119202 | The Look Of Love | Bacharach/David | Colgems-EMI Music Inc. (ASCAP) | 100.00% | Isaac Hayes; Dusty Springfield |
| 5177663 | The Taste Of Ink | McCracken/Steinecker/Howard/Allman | EMI Blackwood Music Inc. (BMI) | 100.00% | The Used |
| 207544 | The Winner Takes It All | Andersson/Ulvaeus | EMI Waterford Music Inc. (ASCAP) (40%), Universal Music Publishing (60%) | 25.00% | ABBA |
| 256984 | Three Stooges | Heyward/Gassman | EMI Blackwood Music Inc. (BMI)/EMI April Music Inc. (ASCAP) | 100.00% | |
| 256984 | Three Stooges | Heyward/Gassman | EMI Blackwood Music Inc. (BMI)/EMI April Music Inc. (ASCAP) | 100.00% | |
| 345008 | Touch Me The Morning | Miller/Masser | Jobete Music Co. Inc. (ASCAP) | 100.00% | Diana Ross |
| 465701 | Try Again | Garrett/Mosley | EMI April Music Inc. (ASCAP) | 50.00% | Aaliyah |
| 212685 | Tubular Bells | Oldfield | EMI Virgin Music Inc. (ASCAP) | 100.00% | Mike Oldfield |
| 507303 | Until | Sting | EMI Blackwood Music Inc. (BMI) | 100.00% | Sting |
| 207551 | Waterloo | Anderson/Anderson/Ulvaeus | EMI Grove Park Music Inc. (BMI) | 25.00% | ABBA |
| 145163 | We Are The Champions | Mercury | Beechwood Music Corporation (BMI) | 100.00% | Queen |
| 145204 | We Will Rock You | May | Beechwood Music Corporation (BMI) | 100.00% | Queen |
| 217479 | West End Girls | Tennant/Lowe | EMI Virgin Music, Inc. (ASCAP) | 100.00% | Pet Shop Boys |
| 517542 | When You're On Top | Dylan | EMI April Music Inc. (ASCAP) | 100.00% | Wallflowers |
| 014041 | Who Can It Be Now | Hay | EMI Blackwood Music Inc. (BMI) | 100.00% | Men At Work |

REDACTED

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|--------|----------------------|-------------------------------------|-----------------------------------|---------|---|
| 465054 | Wild Child | Ni Bhraonlan/Ryan/Ryan | EMI Blackwood Music Inc. (BMI) | 100.00% | Enya |
| 380451 | Will & Grace (Theme) | Wolff | EMI April Music Inc. (ASCAP) | 100.00% | TV Theme |
| 300917 | Woman From Tokyo | Lord/Paice/Gillan/Glover/ Blackmore | Glenwood Music Corp. (ASCAP) | 100.00% | Deep Purple |
| 343028 | You Can't Hurry Love | Dozler/Holland/Holland | Stone Agate Music (BMI) | 100.00% | Diana Ross & The Supremes; Phil Collins |
| 383951 | Zip-Lock | Popoff/Popoff/Baldes/ Shellenberger | EMI April Music Inc. (ASCAP) | 100.00% | Lit |

REDACTED

SCHEDULE D
to the Agreement dated as of August 1, 2003, by and between
EMI Entertainment World, Inc. and Yamaha Music Interactive, Inc. (pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated as of August 1, 2003, by and between EMI Entertainment World, Inc. and Yamaha Music Interactive, Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The musical composition(s) (the "EMI Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)" (%)].
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

[EMI PUBLISHER]

Yamaha Music Interactive, Inc.

By: _____

By:  _____

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: September 17, 2003

Kanematsu USA, Inc.
1785 Fox Drive
San Jose, California 95131
Attention: Ken Ehrhardt

AMENDMENT

When signed by Kanematsu USA, Inc. ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated September 17, 2003 (the "Amendment"), to the certain license agreement between Licensee and EMI dated September 19, 2002, in force immediately prior to the execution of this Amendment (the "Agreement"). *per 26.203*

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Amended Definitions:

(a) The following definition is hereby added:

"Additional Website" means a wireless internet site, proprietary to Licensee or to a third party from which Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule D), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the said Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)"). Notwithstanding the foregoing, upon execution of this Agreement, the following are hereby deemed to be Approved Additional Websites: www.xringer.com, www.sonypictures.com, www.xringer.com/sonypictures

(b) The following definitions are hereby deemed amended:

• "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels limited to Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall include a file encryption format that will prevent an EMI Ringtone encrypted in such format to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

• "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Website or through an Approved Additional Website without first being served from and through the Server.

3. Amended Territory:

In addition to the United States, the "Territory" shall be expanded now to include Canada; Mexico; the countries comprising the Caribbean Islands; the countries comprising Central America; and the countries comprising South America. Notwithstanding the foregoing, in that portion of the Territory outside of the United States and Canada, Licensee may only offer those EMI Ringtones which Publisher affirmatively indicates to Licensee as available outside the United States and Canada.

4. Amended Accounting:

Paragraph 7(a) of the Agreement is hereby deemed deleted, and the following paragraphs 7(a) is deemed added in its place:

"(a) Licensee shall pay Royalties and account to Publisher on a quarterly basis, and said payments/accountings shall be accompanied by statements (which must be provided electronically), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period."

5. Amended 'No Performance Right Grant':

The following sentence is hereby added as the last sentence of paragraph 8(a):

"It is understood that clearance by performing rights societies in such portion of the Territory as is outside the United States will be in accordance with their customary practices and payments of their customary fees."

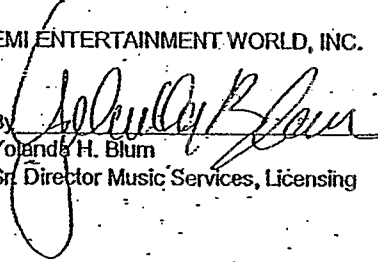
6. Added Schedule D:

Attached to this Amendment as Schedule D is the form of Addendum by which Licensee may nominate additional websites to become "Approved Additional Websites".

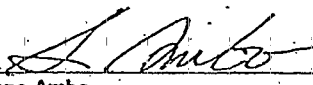
7. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By 
Yolanda H. Blum
Sr. Director Music Services, Licensing

Kanematsu USA, Inc.

By 
Shane Ambo
General Manager

SCHEDULE D

Rev 26 2003
to the Agreement dated September 19, 2002, by and between
EMI Entertainment World, Inc. and Kanematsu USA, Inc., as amended on September 17, 2003
(pursuant to paragraphs 2(a) and 6 of the Amendment)

ADDENDUM OF RIGHTS

Dated: *Sept 17, 2003*

ADDENDUM to the Agreement dated September 19, 2002, by and between EMI Entertainment World, Inc. and Kanematsu USA, Inc., as amended (the "Agreement"), to be effective as of the date hereof, to make the following Additional Website(s) constitute Approved Additional Website(s), and thus part of the Network.

1. The URL of the proposed Additional Website(s) covered by this Addendum is/are:

<http://getitnow.vzwshop.com/gettones.list.do> (Verizon Wireless)
http://www.attwireless.com/ringtonesgraphics/polyphonic_ringtones.html (AT&T Wireless)
http://cingular.cellmania.com/web/premium_apps.jsp (Cingular Wireless)
<http://www.alltel.com/axcess/ringtones.html> (Alltel Wireless Network)
<http://www.qualcomm.com/brew/operator/directory.html> (Qualcomm BREW directory pages)

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World, Inc.

Kanematsu USA, Inc.

By: 

Yolanda H. Blum
Sr. Director Music Services, Licensing

By: 

Shane Ambo
General Manager

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: September 24, 2003

Wireless Latin Entertainment
1390 South Dixie Highway
Coral Gables, Florida 33146
Attention: Frank Gonzalez

AMENDMENT

When signed by Wireless Latin Entertainment ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated September 24, 2003 (the "Amendment"), to the certain license agreement between Licensee and EMI dated March 13, 2003, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Amended Territory:

For only that one (1) year period during the Term commencing September 29, 2003 and expiring September 28, 2004, in addition to the United States, the "Territory" shall be deemed to include Mexico; the countries comprising Central America; and the countries comprising South America. Notwithstanding the foregoing, in that portion of the Territory outside of the United States, Licensee may only offer those EMI Ringtones which Publisher affirmatively indicates to Licensee as available outside the United States.

3. Amended 'No Performance Right Grant':

The following sentence is hereby added as the last sentence of paragraph 8(a):

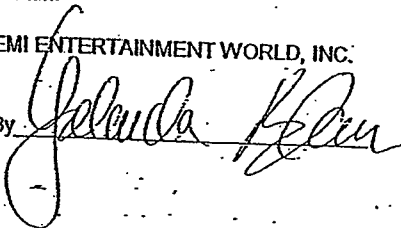
"It is understood that clearance by performing rights societies in such portion of the Territory as is outside the United States will be in accordance with their customary practices and payments of their customary fees."

4. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

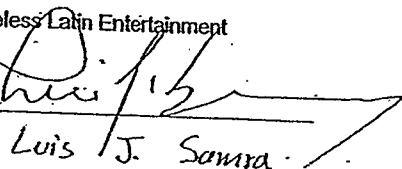
EMI ENTERTAINMENT WORLD, INC.

By



Wireless Latin Entertainment

By


Luis J. Samra

Ringtone License

THIS AGREEMENT (the "Agreement") is made September 30, 2003 ("Effective Date"), by and between Namco America, Inc. ("Licensee"), 2055 Junction Avenue, San Jose, California 95131, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule B), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)"). Upon execution hereof, the following are hereby deemed Approved Additional Websites: <http://www.attwireless.com> and <http://www.verizon.com>.

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(c) "Dollars" and "Cents" mean United States Dollars and Cents.

(d) "Download," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

(e) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(f) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.

(g) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall prevent an EMI Ringtone to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which causes a predetermined audio-only melodic sequence of a musical composition to be played in conjunction with an activity of a Wireless Device, including the announcement of an incoming telephone call or message.

(j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Website or through an Approved Additional Website without first being served from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Website" means Licensee's proprietary website or wapsite on the Internet having a URL of <http://www.atac.co.com>.

(n) "Wireless Device" means a mobile telephone, pager, personal digital assistant, or a hybrid handheld wireless device that incorporates the functions of the above.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to sixty (0:60) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (i) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device and (ii) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected); and

(iii) Subject to paragraph 8 below, to "stream" up to sixty (0:60) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States.

5. Term

The "Term" shall be one (1) year, commencing October 15, 2003 and terminating October 14, 2004 (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, Licensee shall pay to Publisher a non-returnable, recoupable "Advance" of Five Thousand (\$5,000.00) Dollars, which shall be paid upon execution of this Agreement.

(c) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten percent (10%) percent of the retail selling price of each Download Sold to a consumer, with a minimum royalty for each Download Sold of Ten (US\$.10) Cents.

(d) Upon recoupment of the Advance set forth in subparagraph (b) by the Royalties generated as set forth in subparagraph (c), Licensee shall pay to Publisher Royalties as set forth in subparagraph (c). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(e) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(f) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, to the publisher of a musical composition, or to the owner of any master recording to be included in any Ringtone, compensation or consideration (collectively, "Compensation") in excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the

"Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition or a master recording to Licensee for use in Ringtones.

7. Accounting

(a) Together with all applicable Royalties due Publisher, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Marsha Tannenbaum, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI").

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI is subject to clearance of the performing right either from Publisher, ASCAP, BMI or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) parody the music of an Approved Composition, (iii) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (iv) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (v) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audiovisual work, including without limitation in commercials or games, (vi) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (vii) use any Composition that is not a Approved Composition in any way, or (viii) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder; and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this

paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Marsha Tannenbaum

To Licensee: Namco America, Inc.
2055 Junction Avenue
San Jose, California 95131
Attention: Kenji Hisatsune, Executive Vice President

With Notice to:
Sample Clearance Ltd.
162 West 56 Street
Suite 306
New York, New York 10019
Attention: Daniel Rubin

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the

jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee; nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By

An authorized signatory

Namco America, Inc.

By

An authorized signatory

SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

SCHEDULE B

LIST OF APPROVED COMPOSITIONS

SCHEDULE C

to the Agreement dated October 1, 2003, by and between
EMI Entertainment World, Inc. and Namco America, Inc. (pursuant to paragraph 1(a))

ADDENDUM OF RIGHTS

Dated: 2-3-04

ADDENDUM to the Agreement dated October 1, 2003, by and between EMI Entertainment World, Inc. and Namco America, Inc. (the "Agreement"), to be effective as of the date hereof, to make the following Additional Website(s) constitute Approved Additional Website(s), and thus part of the Network.

1. The URL of the proposed Additional Website(s) covered by this Addendum is/are:

<http://www.ipactones.com> 1

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World, Inc.

Namco America, Inc.

By: 

By: 

SCHEDULE D
to the Agreement dated October 1, 2003, by and between
EMI Entertainment World, Inc. and Namco America, Inc.
(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

Dated: 2-3-04

ADDENDUM to the Agreement dated October 1, 2003, by and between EMI Entertainment World, Inc. and Namco America, Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

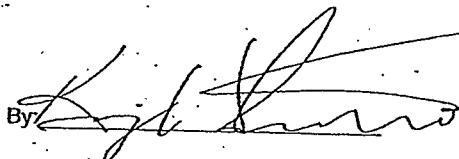
1. The musical composition(s) (the "EMI Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)" (%)].
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of the United States].
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

[EMI PUBLISHER]

Namco America, Inc.

By: _____

By: 

**English
KARAOKE**

Split End Enter Accounting

Period From: To:

Due Days: ☒ 45 ☐ 60

Song (ID)
NAMCO RINGTONES (591722)

Amount
5,000.00

Units

| Type | Acct |
|-----------|------|
| Advance E | |

Total: 5,000.00

☐ Instructions

More

WANGO AMERICAN INC
400 JUNCTION AVE
ANN ARBOR MI 48106
JOB# 007-000

PAID
\$100.00
07/27/91

No 53329

AUTO DISBURSEMENT SERVICE
BOSTON MA 02108

FIVE THOUSAND DOLLARS AND NO CENTS

ONE MUSIC PUBL SHINC

100

na

053329 011302920 9080006907 960000

Handwritten: Sony Music, a Group of Sony Music Entertainment

Ringtone License

THIS AGREEMENT (the "Agreement") is made October 8, 2003 ("Effective Date"), by and between Run-ARMC, Inc. ("Licensee"), 555 Madison Avenue, New York, New York 10022, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can download a copy of the EMI Ringtone into a Wireless Device (as defined below), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to, and/or controlled by Licensee or a third party, from which Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule B), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information relating to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)"). The parties acknowledge that, upon execution hereof, Additional Websites proprietary to Sony Ericsson, AT&T, Virgin Mobile, and Bell Mobility are deemed Approved Additional Websites.

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon (of which Licensee is notified) imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(c) "Dollars" and "Cents" mean United States Dollars and Cents.

(d) "Download" means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

- (e) "Downloads Sold" and "sales" mean one hundred (100%) percent of those Downloads transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).
- (f) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.
- (g) "Network" means a range of service channels, including but not limited to the Internet via the Websites (as defined below) and Approved Additional Websites or any other form of distribution channel for making EMI Ringtones available to consumers as served from and through the Server (as defined below), provided said channels shall prevent, if prevention is reasonably and commercially available, an EMI Ringtone from being copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer who has initially received said EMI Ringtone.
- (h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.
- (i) "Ringtone" means an electronic code which will cause a Wireless Device to announce the reception of an incoming telephone call by playing a pre-determined audio-only melodic sequence of a musical composition.
- (j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Download Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.
- (k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through a Website or through an Approved Additional Website without first being served from and through the Server.
- (l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.
- (m) "Websites" means Licensee's proprietary Websites on the Internet having a URL of <http://www.ringtones.com> and <http://www.sonymusicmobile.com>.
- (n) "Wireless Device" means a mobile telephone.
- (o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, Carole King, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Tool, Savage Garden, and Red Hot Chili Peppers, are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Downloads of the EMI Ringtones, on and through the Network, by which a consumer can download a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device);

(iii) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file; and

(iv) To allow consumers to select an EMI Ringtone to play in conjunction with a personally-created image, Licensee-created image, and/or text message, which said consumer has otherwise been allowed access to on the Server (together, a "Personal MMS Message"), provided that (i) a Personal MMS Message is stored only on the Server, (ii) said Personal MMS Message is accessible only by the consumer who created said Personal MMS Message and (iii) as between Licensee and Publisher, Licensee shall bear full responsibility for any content (excepting the Composition) contained within said Personal MMS Message. For purposes of clarification, Publisher is not granting Licensee any right to synchronize any Composition to any visual image(s).

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate in accordance with this agreement.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

The "Term" shall be three (3) years, commencing on the Effective Date and expiring three (3) years thereafter (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for Download. Notwithstanding the foregoing, all Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, Licensee shall pay to Publisher a non-returnable, recoupable "Advance" of Five Thousand (\$5,000.00) Dollars, which shall be paid upon execution of this Agreement.

(c) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to ten (10%) percent of the retail selling price of each Download Sold to a consumer, with a minimum royalty for each Download Sold of Ten (US\$10) Cents.

(d) Upon recoupment of the Advance set forth in subparagraph (b) by the Royalties generated as set forth in subparagraph (c), Licensee shall pay to Publisher Royalties as set forth in subparagraph (c). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(e) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon reasonable prior written request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(f) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition or to the publisher of more than thirty (30) musical compositions to be included in any Ringtone, a royalty in excess of the royalty to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such royalty in excess of the royalty to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon written request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition to Licensee for use in Ringtones. In the event Licensee cannot make such agreements available in their entirety due to prior obligations with said third parties, Licensee shall supply to Publisher the information contained in these agreements with respect to royalties and rights granted, and Licensee hereby represents and warrants that said information will be true and accurate.

7. Accounting

(a) Together with all applicable Royalties due Publisher, Licensee shall render Publisher accounting statements on a quarterly basis, (which must be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition embedded therein), and Website-by-Website (i.e. statements to include both the Websites and all Approved Additional Websites) basis, the number of Downloads Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Downloads sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher with online access to data collected from real-time monitoring of the Network which data shall include, without limitation, information to permit the accurate identification, tracking and verification of Downloads of all EMI Ringtones.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Downloads and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, no more than once in any one-year period for any particular accounting statement rendered to Publisher, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. All accounting statement rendered to Publisher shall be deemed conclusive unless Publisher objects within three (3) years of Publisher's receipt of such statement. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more which underpayment is adjudicated to be at least Five Thousand (\$5,000.00) Dollars, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for its reasonable, actual out-of-pocket costs of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Marsha Tannenbaum, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes except as required by law. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtone, as such term is understood in the industry, i.e., all Downloads Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity, past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI and SOCAN is subject to clearance of the performing right either from Publisher, ASCAP, BMI, SOCAN or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to:

- (i) rent or lease an EMI Ringtone,
 - (ii) parody the music of an Approved Composition,
 - (iii) make, sell or distribute phonorecords or sound recordings of an Approved Composition,
 - (iv) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee,
 - (v) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials,
 - (vi) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers,
 - (vii) use any Composition that is not a Approved Composition in any way; or
 - (viii) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.
- (d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever; including, without limitation, for purposes of exploitation of a Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more prominently than any other composer's name without obtaining proper prior written consent from the party which controls the rights in said name.

10. Warranties and Representations/Indemnity

(a) (i) Publisher warrants only that it has the legal right, power and authority to enter into this license agreement and Publisher enters into this license agreement without giving any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Publisher Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Publisher Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Publisher Indemnitees or any of them, by reason of any third party claim resulting from a breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(ii) In the event Publisher learns of a third party claim resulting from a breach by Publisher of any of its warranties or representations hereunder, Publisher shall use commercially reasonable efforts to notify Licensee promptly of such claim.

(b) (i) Licensee warrants only that it has the legal right, power and authority to enter into this license agreement and Licensee enters into this license agreement without giving any other warranty or recourse. Licensee hereby agrees to indemnify and hold harmless Publisher and its respective officers, directors, agents, and employees (hereinafter, the "Licensee Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Licensee Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Licensee Indemnitees or any of them, by reason of any third party claim resulting from a breach by Licensee of any of its warranties or representations hereunder. Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

(ii) In the event Licensee learns of a third party claim resulting from a breach by Licensee of any of its warranties or representations hereunder, Publisher shall use commercially reasonable efforts to notify Publisher promptly of such claim.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to download a reasonable amount of EMI Ringtones, royalty-free, to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

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14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within seven (7) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher:

EMI Entertainment World, Inc.
810 Seventh Avenue, 36th Floor
New York, New York 10019
Attention: Marsha Tannenbaum

To Licensee:

RunFones Inc.
555 Madison Avenue
New York, New York 10022
Attention: J.J. Rosen, Vice-President, Mobile Products Group

Sony Music, a Group of
Sony Music Entertainment Inc.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. The parties hereby irrevocably submit to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waive any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). The parties also irrevocably waive any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee or Publisher by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

(a) EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher, and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

(b) Licensee may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee, or which is in partnership with Licensee; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of Licensee's stock and/or assets or with whom Licensee may merge or be merged, in which case Publisher shall not be released from its obligations hereunder, provided that: (i) Licensee has furnished advance written notice of such assignment to Publisher and such notice includes the name and address of assignee, and (ii) Licensee's assignee agrees to assume all of Licensee's obligations hereunder and (iii) Licensee agrees to remain no less than secondarily liable for all its obligations hereunder. Any other assignment, sublicense, or delegation by Licensee shall require Publisher's prior written approval, not to be unreasonably withheld.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI (or vice versa), shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nation's provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: [Signature]
An authorized signatory

~~Run-Tones LLC~~

By: [Signature]
An authorized signatory

Sony Music, Inc.
a Group of Sony Music
Entertainment Inc.

-SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)

SCHEDULE B

LIST OF APPROVED COMPOSITIONS

SCHEDULE C
to the Agreement dated October 8, 2003, by and between
EMI Entertainment World, Inc. and RunTones Inc.
(pursuant to paragraph 1(a))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated October 8, 2003, by and between EMI Entertainment World, Inc. and RunTones Inc. (the "Agreement"), to be effective as of the date hereof, to make the following Additional Website(s) constitute Approved Additional Website(s), and thus part of the Network.

1. The URL of the proposed Additional Website(s) covered by this Addendum is/are:

<http://www.>]

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World, Inc.

RunTones Inc.

*Sony Music, and
a Group of
Sony Music Entertainment*

By: _____

By: _____

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SCHEDULE D
to the Agreement dated October 8, 2003, by and between
EMI Entertainment World, Inc. and RunTones Inc.
(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

Dated:

ADDENDUM to the Agreement dated October 8, 2003, by and between EMI Entertainment World, Inc. and RunTones Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The musical composition(s) (the "EMI Composition(s)") covered by this Addendum is/are:
["TITLE"] composed by ["WRITER(S)" (%)].
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____].
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

[EMI PUBLISHER]

RunTones Inc.

Sony Music,
a Group of Sony Music
Entertainment Inc.

By: _____

By:  _____

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: October 22, 2003

9 Squared Inc.
1900 Wazee Street, Suite 20
Denver, Colorado 80202
Attention: Brian Casazza

AMENDMENT

When signed by 9 Squared Inc. ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated October 22, 2003 (the "Amendment"), to the certain license agreement between Licensee and EMI effective as of January 1, 2003, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Audio-Only Ringtones with Vocals Now Permitted

For good and valuable consideration, receipt of which is hereby acknowledged, EMI hereby agrees to permit Licensee to offer audio-only EMI Ringtones which include vocals. As such, the Agreement is hereby amended as follows:

(a) The word "instrumental" is hereby deemed deleted from paragraph 1(i). For clarity, the amended paragraph 1(i) shall be deemed to read as follows:

"(i) 'Ringtone' means an electronic code which will cause a wireless device to announce the reception of an incoming telephone call by playing a pre-determined audio-only instrumental melodic sequence of a musical composition."

(b) Paragraph 9(c)(ii) is hereby deemed deleted. For clarity, the amended paragraph 9(c) shall be deemed to read as follows:

"(c) Without limiting the force and effect of the foregoing, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) use the lyric of an Approved Composition, (iii) parody the music of an Approved Composition, (iv) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials, (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (viii) use any Composition that is not a Approved Composition in any way, or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14."

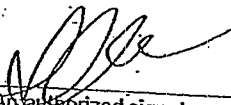
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3. For clarification, in no event shall Licensee synchronize a Composition to a visual image, including without limitation in an EMI Ringtone, including without limitation in any EMI Ringtone.

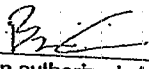
4. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 
An authorized signatory

9 Squared Inc.

By: 
An authorized signatory

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019
Dated: May 13, 2004

Yamaha Music Interactive, Inc.
151 West 46th Street, Eighth Floor
New York, NY 10036
Attention: Seichi Yamaguchi

AMENDMENT

When signed by Yamaha Music Interactive, Inc. ("Licensee") and EMI Entertainment World, Inc. ("EMI"), this shall constitute an amendment dated May 13, 2004 (the "Amendment"), to the certain Ringtone License between Licensee and EMI dated August 1, 2003, and as in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. License Coverage Extended to "TruTones"

(a) In consideration of the fees set forth in the Agreement and as further described below, Publisher hereby grants to Licensee the right to make, sell, and or distribute EMI Ringtones that feature a master sound recording, rights to which Licensee has licensed separately from a third party (collectively, "EMI TruTones").

(b) For the avoidance of doubt, the definition of "Ringtone" continues to exclude (and this Agreement shall not be deemed to grant Licensee any rights to use Approved Compositions in or as) so-called "Ringbacks" or "Ringback tones"; and/or so-called "Enhanced (audio-visual) Ringtones".

(c) Paragraph 9(c)(iii) of the Agreement is hereby deemed removed.

(d) For clarity, except as described in subparagraph 3(a) of the Amendment below, all provisions of the Agreement, including as amended hereby, applicable to EMI Ringtones shall, also apply to EMI TruTones.

5. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement (including as previously amended) shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By _____

Yamaha Music Interactive, Inc.

By _____

EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue.
New York, New York 10019

Dated: May 5, 2004

Wireless Latin Entertainment
1390 South Dixie Highway
Coral Gables, Florida 33146
Attention: Jose Antonio Beltran

SECOND AMENDMENT

When signed by Wireless Latin Entertainment ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated June 1st, 2004 (the "Second Amendment"), to the certain license agreement between Licensee and EMI dated March 13, 2003, as previously amended September 24, 2003, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Amended Territory:

(a) For a period of six months, commencing July 1, 2004 and terminating December 31, 2004, the "Territory" shall be deemed expanded to include the countries of Malaysia, Taiwan, the Philippines, and India.

(b) Rights previously granted in and for Mexico, the countries comprising Central America, and the countries comprising South America, shall also terminate on December 31, 2004.

(c) Following December 31, 2004, and with respect to each country referenced in subparagraphs (a) and (b) above, the parties agree that the term with respect to each such country shall be automatically renewed for consecutive six (6) months periods, unless either party shall give written notice of termination to the other party not later than thirty (30) days prior to the expiration of the current contract period with respect to said country. However, in no event shall rights granted in any such country persist following the expiration of the Agreement on April 30, 2006 or the earlier termination of the Agreement or rights granted therein pursuant to the terms and conditions of the Agreement.

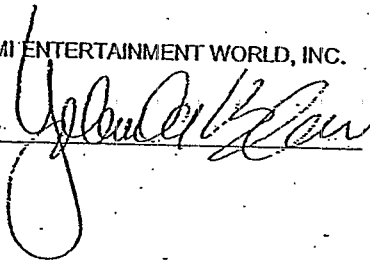
(d) The parties further agree that, with respect to each country referenced in subparagraphs (a) and (b) above, in the event any local EMI affiliate requests that the rights granted herein be administered directly through said local EMI affiliate, then (i) the rights granted herein with respect to such country shall expire within fifteen (15) days from the date EMI or the local EMI affiliate gives Licensee notice of said EMI affiliate's intention to license directly and (ii) Licensee shall obtain a license for said rights directly from said local EMI affiliate, for any period subsequent to said thirty (30) day grace period.

3. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Second Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

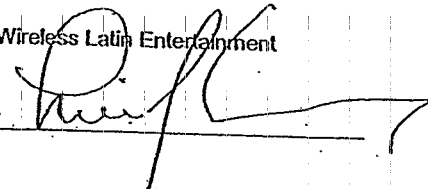
EMI ENTERTAINMENT WORLD, INC.

By



Wireless Latin Entertainment

By



EMI ENTERTAINMENT WORLD, INC.
810 Seventh Avenue
New York, New York 10019

Dated: July 1, 2004

Kanematsu USA, Inc.
1785 Fox Drive
San Jose, California 95131
Attention: Ken Ehrhardt

SECOND AMENDMENT

When signed by Kanematsu USA, Inc. ("Licensee") and EMI Entertainment World, Inc., this shall constitute an amendment dated July 1, 2004 (the "Second Amendment"), to the certain license agreement between Licensee and EMI dated ~~September 19, 2002~~, as amended previously on September 17, 2003, in force immediately prior to the execution of this Amendment (the "Agreement").

February 26, 2003 *YK*

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Amended Territory:

In addition to the United States; Canada; Mexico; the countries comprising the Caribbean Islands; the countries comprising Central America; and the countries comprising South America; the "Territory" shall be hereby expanded to include India. Notwithstanding the foregoing, in that portion of the Territory outside of the United States and Canada, Licensee may only offer those EMI Ringtones which Publisher affirmatively indicates to Licensee as available outside the United States and Canada.

3. Amended Term / Distribution Period for India / 30-Day Takedown in India:

(a) Notwithstanding paragraph 5 of the Agreement, the period during which Licensee may offer, sell, and/or distribute EMI Ringtones in India shall be limited to one (1) year, commencing July 1st, 2004 and terminating July 1st 2005.

(b) EMI may also terminate the grant of rights with respect to a particular Composition offered in India, and/or the grant of rights with respect to a particular Website or Additional Approved Website serving EMI Ringtones to consumers India, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with this paragraph.

4. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency (ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI ENTERTAINMENT WORLD, INC.

By *Yolanda Bluh*
Name: YOLANDA BLUH
Title: Senior Director

KANEMATSU USA INC.

By *Shane Ambo*
Name: Shane Ambo
Title: General Manager

Ringtone License

THIS AGREEMENT (the "Agreement") is made July 23, 2004 ("Effective Date"), by and between M-QUBE, INC., a Delaware corporation, having its principal place of business at 800 Boylston Street, 4th Floor, Boston, MA 02199, United States, AND M-QUBE CANADA, INC., an Ontario corporation, having its principal place of business at 317 Adelaide Street West, Suite 1002, Toronto, Ontario, M5V 1P9, Canada ("Licensee"); and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019, USA.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain "Compositions" (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition to create and distribute EMI Ringtones (as defined below) whereby a consumer can receive a copy of the EMI Ringtone into a Wireless Device (as defined below); solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule B), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)").

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriters' Agreements, and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion of the attached Schedule B, or by Publisher's execution of an applicable Addendum (as defined in paragraph 2(b) below) for use in the creation of an EMI Ringtone.

(c) "Copy," means any transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to a consumer.

(d) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies transmitted or otherwise electronically distributed to consumers (including without limitation to said consumers' Wireless Device).

(e) "Dollars" and "Cents" mean United States Dollars and Cents.

(f) "EMI Ringtone" means a Ringtone (as defined below) that features the transmission of an Approved Composition.

(g) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Ringtones will be made available to consumers, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided said channel shall prevent an EMI Ringtone to be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device of the consumer that has initially received said EMI Ringtone.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which causes a predetermined audio-only melodic sequence of a musical composition to be played in conjunction with an activity of a Wireless Device, including the announcement of an incoming telephone call or message.

(j) "Royalty" means the amount payable hereunder by Licensee to Publisher with respect to each and every Composition embodied in each Copy Sold, distributed, transmitted, delivered or otherwise exploited by Licensee.

(k) "Server" means Licensee's proprietary Internet server on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be transmitted or distributed to consumers through the Network. For purposes of clarification, no EMI Ringtone shall be permanently stored or archived or offered for sale through the Website or through an Approved Additional Website without first being served from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Website" means Licensee's proprietary website or wapsite on the Internet having a URL of <http://www.sharprobot.com> or <http://www.m-qube.com>.

(n) "Wireless Device" means a mobile telephone, pager, personal digital assistant, or a hybrid handheld wireless device that incorporates the functions of the above.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B for the creation of EMI Ringtones; and such Compositions are hereby deemed "Approved Compositions."

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones. In such event, Licensee

shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum of Rights in the form set forth on the attached Schedule D ("Addendum"). Said Addendum shall be executed by Licensee and forwarded to Publisher. The rights granted pursuant to this Agreement in a particular Composition shall not be in effect until the date when Licensee has sent the executed Addendum, Publisher has received it, cleared the requested Compositions, and counter-executed it (the "Addendum Execution Date"). When fully executed, the Addendum shall be considered an amendment to this Agreement and subject to all the terms and conditions herein set forth, and the Compositions licensed thereunder shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from falling under the terms and conditions of this Agreement. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, Carole King, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool and Savage Garden are not available.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable Royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty (0:30) seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone that may be copied onto a consumer's Wireless Device; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To sell Copies of the EMI Ringtones, on and through the Network, by which a consumer can purchase a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (i) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on a consumer's Wireless Device and (ii) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected); and

(iii) Subject to paragraph 8 below, to "stream" up to thirty (0:30) seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of allowing consumers to demonstrate or audition said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names

[REDACTED]

associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

(a) The "Term" of this Agreement shall be one (1) year, commencing July 23, 2004 and terminating July 23, 2005 (the "Expiration Date"). Licensee will notify Publisher when an EMI Ringtone is first made available for sale to consumers.

(h) Notwithstanding the foregoing:

(i) All Addenda prescribed in paragraph 2 and shall also expire as of the Expiration Date.

(ii) Licensee may distribute EMI Ringtones, via the Website, or via any Approved Additional Website during the Term; and

(iii) EMI may terminate the entire grant of rights contained in this Agreement; the grant of rights with respect to a particular Composition and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, Licensee shall pay to Publisher a non-returnable, recoupable "Advance" of Seven Thousand Five Hundred (US\$7,500.00) Dollars, which shall be paid upon execution of this Agreement.

(c) For each calendar quarter during the Term, Licensee shall pay Publisher, Publisher's Prorata Share of, an amount equal to twelve (12%) percent of the retail selling price of each Copy Sold to a consumer, with a minimum royalty for each Copy Sold of Twelve (US\$12) Cents.

(d) Upon recoupment of the Advance set forth in subparagraph (b) by the Royalties generated as set forth in subparagraph (c), Licensee shall pay to Publisher Royalties as set forth in subparagraph (c). Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(e) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties,

upon request by Publisher, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(f) All payments shall be made to Publisher in U.S. currency via telegraphic wire transfer as follows:

Bank One
Bank One Plaza
Chicago, IL 60670
For the account of EMI Entertainment World Inc.
ACCT # 51-55029
ABA # 071000013

(g) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, to the publisher of a musical composition, compensation or consideration (collectively, "Compensation"): In excess of the compensation or consideration to be paid to Publisher hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Publisher an amount equal to such Compensation in excess of the compensation or consideration to be paid to Publisher hereunder (the "Excess") and this Agreement shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess shall be based upon and shall reflect Publisher pro-rata share of the Approved Composition. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all third parties which are licensing any portion of the Approved Composition or a musical composition to Licensee for use in Ringtones.

7. Accounting

(a) Together with all applicable Royalties due Publisher, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtones-by-EMI Ringtones (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Copies sold or otherwise distributed within such quarterly period.

(b) In addition to providing quarterly statements of account, Licensee shall, within ninety (90) days of the Effective Date, also provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of Copies of all EMI Ringtones; and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more,

Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, and shall be sent to the attention of Marsha Tannenbaum, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no free or bonus goods of the EMI Ringtones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iii) above, not licensed by ASCAP and/or BMI and SOCAN is subject to clearance of the performing right either from Publisher, ASCAP, BMI, SOCAN or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection

with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to (i) rent or lease an EMI Ringtone, (ii) parody the music of an Approved Composition, (iii) make, sell or distribute phonorecords or sound recordings of an Approved Composition, (iv) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee, (v) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audiovisual work, including without limitation in commercials or games, (vi) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, (vii) use any Composition that is not an Approved Composition in any way; or (viii) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available to consumers, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever;

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive Copies of Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

08. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under

any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any notices, consent, approval, demand, or other communication to be given to Licensee shall be sent to Licensee at the address mentioned herein or to such other address as Licensee may hereafter designate by notice in writing to Publisher. All notices and/or payments hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Licensee. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
USA
Attention: Marsha Tannenbaum

To Licensee: m-Qube Inc.
317 Adelaide Street West, #1002
Toronto, Ontario M5V 1P9
Canada
Attention: Nick Dunlop

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: 

An authorized signatory

Alex Crookes, CTO
m-Qube Inc.

By: 

An authorized signatory

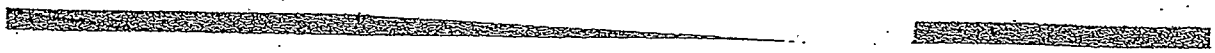
SCHEDULE A: LIST OF PUBLISHING CATALOGS

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)
EMI FULL KEEL MUSIC (ASCAP)
EMI LONGITUDE MUSIC (BMI)



SCHEDULE B

LIST OF APPROVED COMPOSITIONS



SCHEDULE C
to the Agreement dated July 23, 2004, by and between
EMI Entertainment World, Inc. and m-Qube Inc. (pursuant to paragraph 1(a))

ADDENDUM OF RIGHTS

Dated: July 23, 2004

ADDENDUM to the Agreement dated July 23, 2004, by and between EMI Entertainment World, Inc. and m-Qube Inc. (the "Agreement"), to be effective as of the date hereof, to make the following Additional Website(s) constitute Approved Additional Website(s), and thus part of the Network.

8. The URL of the proposed Additional Website(s) covered by this Addendum, and the date on which EMI Ringtones will first be offered thereon, is/are:

Telus - www.TelusMobility.com - Effective Date
Bell - www.BellMobility.com - Effective Date
Rogers AT&T (www.rogers.com) - Approx Sept. 1st, 2004
Fido - Micorcell Solutions (www.fido.ca) - Approx Sept 1st, 2004
Bell Sympatico www.sympatico.ca - Effective Date
MuchMusic - www.muchmusic.com - Effective Date

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of the date above written.

EMI Entertainment World, Inc.

Alex Crokes, CTO
m-Qube Inc.

By: Markus Lunnent

By: _____

Ringtone License

THIS AGREEMENT (the "Agreement") is made Tuesday, August 19, 2004 ("Effective Date"), by and between Downplay, Inc. ("Licensee"), 6 Jenner, Suite 230, Irvine, California 92618, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition (as defined below) to create and distribute EMI Ringtones (as defined below) whereby an end-user can receive a copy of the EMI Ringtone into a Wireless Device (as defined below) ("Licensee's Service"), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Ringtones to be digitally transmitted. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)").

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriter Agreements (as defined below), and which shall be subject to Publisher's final approval, for use in the creation of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion on the attached Schedule B, which may be amended from time to time, or by Publisher's execution of an applicable Addendum as further described in paragraph 2(b) below (in the form set forth in Schedule D) for use in the creation of an EMI Ringtone.

(c) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to an end-user.

(d) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to said end-user's Wireless Device).

(e) "Dollars" and "Cents" mean United States Dollars and Cents.

(f) "EMI Ringtone" means a Ringtone (as defined below) that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement.

(g) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Ringtones will be made available to end-users, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided Licensee at all times shall institute security measures with respect to all aspects of the Network and operating systems, that (i) are designed to ensure that an EMI Ringtone cannot be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device initially receiving said EMI Ringtone; (ii) are designed to prevent unauthorized reproduction and distribution of an EMI Ringtone; and (iii) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which resides in an end-user's Wireless Device and causes a predetermined audio-only instrumental melodic sequence of a musical composition to be played for the sole purpose of announcing an incoming telephone call to or message on such Wireless Device, without any further distribution or transmission of such musical composition. For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), *inter alia*, Ringbacks or Ringback tones (as defined below) or so-called "TruTones" (a.k.a. "MasterTones" a.k.a. "Ringtunes"), i.e. Ringtones that (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances.

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI Ringtone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Website" means Licensee's proprietary website or wapsite on the Internet having a URL of <http://www.downplay.com>.

(n) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B, which may be amended from time to time during the Term, for the creation of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions." For clarity, Publisher may send Licensee a revised Schedule B from time to time during the Term, which Schedule B shall comprise the current list of "Approved Compositions", as of the date sent. Publisher will use best efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Approved Compositions comprising Schedule B.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Ringtones that do not appear on Schedule B. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum in the form set forth on the attached Schedule D. Said Addendum shall be executed by Licensee and forwarded to Publisher. When fully executed, the Addendum shall be considered an amendment to this Agreement, subject to all the terms and conditions herein set forth, and the Compositions set forth therein shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from becoming an Approved Composition. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden are not available; and the Compositions "You've Got A Friend" (King) and "Izzo" (Perren / Mizell / Gordy / Lussier / Carter / West) are not and shall not become Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights during the Term and in the Territory:

(i) To arrange and record, at Licensee's sole expense, up to thirty (30) consecutive seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To create a template or server copy of each EMI Ringtone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Ringtones to end-users;

(iii) To sell Copies of the EMI Ringtones, on and through the Network, by which an end-user can purchase a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on an end user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected); and

(iv) Subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of demonstrating or auditioning said Ringtone to facilitate its sale, in digital, computer-readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

(a) The "Term" of this Agreement shall be one (1) year, commencing August 19, 2004 and terminating August 18, 2005 (the "Expiration Date"). Licensee shall notify Publisher when an EMI Ringtone is first made available for purchase.

(b) Notwithstanding the foregoing:

(i) All rights granted to Licensee herein and pursuant to the Addenda shall expire as of the Expiration Date.

(ii) EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Fixing Fee / Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher a non-returnable, recoupable "Advance" of FIVE THOUSAND (\$5,000.00) Dollars. Upon recoupment of the Advance by the royalties accrued pursuant to subparagraph (c) below, Licensee shall pay to Publisher royalties as set forth therein. Furthermore, for each calendar quarter during the Term, Licensee shall pay Publisher a non-returnable, non-recoupable "fixing fee" equal to Publisher's Prorata Share of TWENTY-FIVE (\$25.00) Dollars for each Composition copied to the Server.

(c) (i) For each calendar quarter during the Term, Licensee shall pay Publisher a royalty equal to Publisher's Prorata Share of TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TEN (\$10) Cents.

(ii) In the event a recurring fee is charged to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Ringtone embodied therein) on his/her Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring charge shall be deemed to be the "retail selling price" for purposes of paragraph 6 (c)(i) above; and each time the Copy is thereby retained, it shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Ringtone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Ringtone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Ringtone is made available as part of a bundle or package of wireless content applications for which a fee is paid), the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges \$10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy Sold shall be (Publisher's Pro Rata Share of) \$0.125, i.e. 10% of (\$10 ÷ 8).

(d) Licensee shall account to Publisher at the rate set forth above pursuant to the terms and conditions of paragraph 7 below.

(e) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(f) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, or to the publisher of any musical composition, to be included in any Ringtone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement with any such music publisher, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement with any such music publisher, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and all music publishers which are licensing any portion of the Approved Composition or a musical composition to Licensee for use in Ringtones.

7. Accounting

(a) Together with all applicable royalties due Publisher, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not there have been any Copies sold or otherwise distributed within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World and unless Publisher notifies otherwise, shall be sent to the attention of Susan Schwartz, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Ringtones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Ringtone; (ii) sell or otherwise distribute EMI Ringtones except for the personal use of individual Wireless Device owners; (iii) use the lyrics of an Approved Composition or parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in

commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Ringtone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive Copies of Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing): as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Susan Schwartz

To Licensee: Downplay, Inc.
6 Jenner, Suite 230
Irvine, California 92618
Attention: Grace Chang

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any Person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous


This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

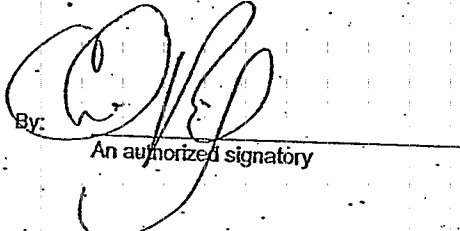
EMI Entertainment World, Inc.

Downplay, Inc.

By:


An authorized signatory

By:


An authorized signatory

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B
(List of Approved Compositions)

| Title | Song Code | Artist | Writer | Royalty % |
|----------------------------|-----------|------------------|-------------------|-----------|
| A Woman's Worth | 495913 | Alicia Keys | Augello/Rose | 100.00% |
| Adam's Song | 388940 | Blink 182 | Delonge/Hoppus | 100.00% |
| Addicted | 576614 | Enrique Iglesias | BARRY PAUL - | 50.00% |
| Aicha | 571621 | Outlandish | ISAM BACHIRI - | 100.00% |
| All Eyez On Me | 535779 | Monica | Ensing Music | 33.34% |
| All I Have | 540499 | Jennifer Lopez | RICHARDSON | 8.34% |
| All Over Lisa | 541128 | Lisa Maffia | MAFFIA LISA - | 100.00% |
| All The Small Things | 388941 | Blink 182 | Delonge/Hoppus | 100.00% |
| All The Things She Said | 564391 | T.A.T.U. | Galoyan/ | 33.34% |
| American Life | 572023 | Madonna | Ahmadzai | 50.00% |
| Angels | 336076 | Robbie Williams | Williams/Chamb | 50.00% |
| Another Day In Paradise | 435985 | Phil Collins | Collins | 100.00% |
| Another One Bites The Dust | 154074 | Queen | Deacon | 100.00% |
| Are You That Somebody | 467319 | Aaliyah | Mosley/Garrett | 43.75% |
| Area Codes | 498447 | Ludacris | Alexander | 25.00% |
| Automatic | 512103 | Sarah | Gallagher | 33.34% |
| Baby Boy | 569022 | Beyoncé feat. | HENRIQUES | 16.66% |
| Baby I Love You | 540378 | Jennifer Lopez | ROONEY | 12.50% |
| Bark At The Moon | 92910 | Ozzy Osbourne | Osbourne | 100.00% |
| Beautiful | 542394 | Snoop Dogg | BROADUS | 100.00% |
| Being Nobody | 540431 | Richard X vs | Marsh Ian | 100.00% |
| Big Pimpin' | 442134 | Jay-Z feat. | Mosley/Carter/J | 42.00% |
| Big Star | 464190 | Kenny Chesney | SMITH | 100.00% |
| Blood Is Pumpin' | 507853 | Voodoo & | RAITH | 37.50% |
| Boys | 500917 | Britney Spears | Williams, Hugo | 100.00% |
| Breaking The Law | 14953 | Judas Priest | Downing/Halford | 100.00% |
| Bug A Boo | 390795 | Destiny's Child | Briggs/Burrows/K | 35.00% |
| Calling | 480907 | Gerl Halliwell | Vettese/Halliwell | 100.00% |
| Candy | 500712 | Foxy Brown | Cardova | 50.00% |
| Can't Let You Go | 583556 | Fabulous feat. | LOVING C - | 35.00% |
| Can't Nobody | 529510 | Kelly Rowland | Fisher | 50.00% |
| Caramel | 389242 | City High | Collins/Hubbard/ | 67.50% |
| Change Clothes | 589515 | Jay Z feat. | Carter/Hugo/Will | 100.00% |
| Check The Meaning | 531105 | Richard Ashcroft | Ashcroft | 100.00% |
| Chitty Chitty Bang Bang | 62053 | Tv/Film | Sherman/Shern | 100.00% |
| Come Away With Me | 519909 | Norah Jones | JONES NORAH | 100.00% |
| Come Into My World | 507607 | Kylie Minogue | Dennis, Davis | 50.00% |
| Come On Eileen | 108630 | Dexy's Midnight | Rowland/Paters | 80.00% |
| Come Undone | 509378 | Robbie Williams | Hamilton, | 50.00% |
| Crashin' A Party | 580628 | Lumidee | PEREZ | 7.81% |
| Crazy In Love | 565656 | Beyonce feat. | RECORD | 42.50% |
| Daddy DJ | 512858 | Daddy DJ | Belval/Roy | 100.00% |
| Dammit | 361706 | Blink 182 | Raynor/Hoppus/ | 100.00% |

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|----------------------------|--------|---------------------|------------------|---------|
| Dance In To The Light | 438564 | Phil Collins | Collins | 100.00% |
| Dance With Me | 480316 | 112 | Jones, Keith, | 87.50% |
| Daydream Believer | 109427 | The Monkees | Stewart | 100.00% |
| Die Another Day | 572030 | Madonna | Ahmadza, | 50.00% |
| Dilemma | 529545 | Nelly | Haynes, C./ | 5.00% |
| Don't Know What To Tell Ya | 544989 | Aaliyah | MOSLEY | 50.00% |
| Dreamer | 463276 | Ozzy Osbourne | Fredriksen, | 66.66% |
| Dy-Na-Mi-Tee | 529714 | Ms Dynamite | Daley, Remi, | 50.00% |
| Englishman In New York | 358999 | Sting | SUMNER | 100.00% |
| Escape | 502081 | Enrique Iglesias | DioGuardi, | 50.00% |
| Every Breath You Take | 222330 | The Police | G.M.Sumner | 100.00% |
| Excuse Me Miss | 535146 | Jay-Z | WILLIAMS | 100.00% |
| Fake | 564713 | Simply Red | SUZUKI | 75.00% |
| Fallin | 495869 | Alicia Keys | Keys | 100.00% |
| Feel | 500559 | Robbie Williams | Chambers, | 50.00% |
| Feel It Boy | 528542 | Beenie Man | Davis, Williams, | 90.00% |
| First Date | 492201 | Blink 182 | Delonge/Hoppus | 100.00% |
| Fly By | 512003 | Blue | Eriksen/Rustan/ | 60.00% |
| Foolish | 512439 | Ashanti feat. | Aurelius Seven | 50.00% |
| Frantic | 567142 | Metallica | HAMMETT | 15.00% |
| Get Busy | 539638 | Sean Paul | Henriques | 50.00% |
| Get It On The Floor | 578117 | DMX feat. Swizz | DEAN | 12.00% |
| Gimme The Light | 536961 | Sean Paul feat. | Henriques, Rami | 50.00% |
| Girlfriend | 502099 | NSync | Hugo/Timberlak | 66.67% |
| Girls And Boys | 533435 | Good Charlotte | COMBS | 100.00% |
| God Is A DJ | 577541 | Pink | MANN (US 1) | 10.00% |
| Gossip Folks | 539311 | Missy Elliott feat. | Elliott, Mosley, | 16.66% |
| Guantanamo | 558895 | Outlandish | CARDENAS | 60.00% |
| Guilty Conscience | 386505 | Eminem feat. Dr | Arnell/Kaniger/Y | 50.00% |
| Hella Good | 509430 | No Doubt | Stefani/Hugo/Wi | 50.00% |
| Hero | 502056 | Enrique | Barry | 50.00% |
| Hey Ma | 517497 | Cam'ron | Giles, Pittman, | 85.00% |
| Hit 'Em Up Style | 487330 | Blue Cantrell | Austin | 100.00% |
| Hold On | 533437 | Good Charlotte | MADDEN | 100.00% |
| Holidae In | 576061 | Chingy | Bailey Howard | 16.67% |
| Hollywood | 572024 | Madonna | CICCONI | 50.00% |
| Hot In Herre | 516967 | Nelly | Haynes, C./ | 37.50% |
| I Can | 542773 | Nas | Remi/ Jones/ | 26.67% |
| I Got 5 On It | 304798 | Luniz | King/Gilmour/Mc | 63.34% |
| I Know What You Want | 539479 | Busta Rhymes | Smith, T./ | 50.00% |
| I Miss You | 583653 | Blink 182 | HOPPUS MARK | 10.00% |
| I Need A Girl | 500219 | P. Diddy feat. | Jack/Jones/Mat | 20.00% |
| I Need You | 391091 | Leann Rimes | Lacy/Matkosky | 50.00% |
| I Wanna Love You Forever | 380889 | Jessica | Watters/Biancan | 50.00% |
| Ice Ice Baby | 180569 | Vanilla Ice | VANILLA ICE - | 70.00% |
| If I Could Go | 567154 | Angie Martinez | Austin Jamar | 58.33% |
| I'm Gonna Be Alright | 472812 | Jennifer Lopez | Lopez/Rooney/O | 40.00% |
| I'm Right Here | 507491 | Samantha | Karlsson, | 50.00% |

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|-----------------------------------|--------|------------------|--------------------|---------|
| I'm Still In Love With You | 576073 | Sean Paul & | BROWNE | 10.00% |
| In These Arms | 257547 | Bon Jovi | BENOIT DAVID | 33.33% |
| Insomnia | 320771 | Faithless | Armstrong/Bent | 33.33% |
| Intuition | 544312 | Jewel | KILCHER | 100.00% |
| It Just Won't Do | 512161 | Tim Deluxe | Onono Ben | 50.00% |
| It's Raining Men | 247923 | The Weather | Jabara/Shaffer | 50.00% |
| Jenny From The Block | 536791 | Jennifer Lopez | Arbex-Miro/ | 20.00% |
| Just Like A Pill | 503088 | Pink | Pink, Austin | 100.00% |
| La La La (Excuse Me Again) | 567575 | Jay-Z | Carter Shawn | 100.00% |
| Lady Marmalade | 346257 | All Saints | Crewe/Nolan | 100.00% |
| Lifestyles Of The Rich And Famous | 518475 | Good Charlotte | Combs, Combs, | 100.00% |
| Light Your Ass On Fire | 571823 | Busta Rhymes | HUGO CHAD - | 66.67% |
| Like I Love You | 531581 | Justin | Williams, Hugo, | 66.66% |
| Little L | 500569 | Jamiroquai | Kay/Smith | 100.00% |
| Livin' On A Prayer | 32643 | Bon Jovi | Bon | 33.33% |
| Losing Grip | 503687 | Avril Lavigne | LAVIGNE | 50.00% |
| Love @ First Sight | 577382 | Mary J. Blige | BLIGE MARY J - | 36.85% |
| Love At First Sight | 512091 | Kylie Minogue | Gallagher/Stann | 20.00% |
| Material Girl | 590521 | Madonna | Brown, Rans | 100.00% |
| Megalomaniac | 589647 | Incubus | Benjamin | 100.00% |
| Mobscene | 566907 | Marilyn Manson | WARNER | 60.00% |
| More Than A Woman | 493172 | Aaliyah | Garrett, Mosley | 50.00% |
| Ms Jackson | 466932 | Outkast | Benjamin/Patton | 16.67% |
| Mundian To Bach Ke | 543284 | Punjabi MC | Junga | 10.00% |
| My Boyfriend's Back | 11800 | Angels | Feldman/Goldst | 100.00% |
| My Plague | 500866 | Slipknot | Root/Jones/Cra | 100.00% |
| Never Had A Dream Come True | 470107 | S Club 7 | Dennis/Ellis | 50.00% |
| Never Leave You (Uh-Oooh) | 580636 | Lumidee | CEDENO | 10.71% |
| No More Drama | 438991 | Mary J. Blige | Lewis/Harris/De | 100.00% |
| Not Gonna Get Us | 564383 | T.A.T.U. | Polienko, V.V./ | 25.00% |
| Not In Love | 583515 | Enrique Iglesias | TAYLOR MARK | 50.00% |
| One Day In Your Life | 507972 | Anastacia | Watters/Biancan | 33.33% |
| One Minute Man | 503518 | Missy Elliot | Bridges | 25.00% |
| Over My Head | 539184 | Sum 41 | Jocz Steve, Nori | 60.00% |
| Over The Rainbow | 85239 | Judy Garland | Harburg | 100.00% |
| Pass The Courvoisier | 506639 | Busta Rhymes | Edwards, B./ | 16.25% |
| Peaches | 306049 | The Presidents | Finn/Ballew/Ded | 85.00% |
| Peaches And Cream | 486764 | 112 | Boyd Jason | 76.00% |
| PIMP | 548739 | 50 Cent | Jackson/Porter | 17.50% |
| Poison | 095666 | Alice Cooper | Cooper/Meccury | 42.50% |
| Purple Hills | 492709 | D-12 | Mathers/Bass/C | 31.32% |
| Rain On Me | 571166 | Ashanti | DAVID HAL - | 50.00% |
| Reach | 440073 | S Club 7 | DENNIS | 50.00% |
| Right Thurr | 565127 | Chingy | Bailey Howard | 20.00% |
| Rise & Fall | 540550 | Craig David feat | MILLER | 70.00% |
| Rock Your Body | 531586 | Justin | TIMBERLAKE | 66.67% |
| Rollout (My Business) | 506556 | Ludacris | Bridges, Mosley | 50.00% |
| Romeo Dunn | 529717 | Romeo | Dawkins, Maffia, | 40.00% |
| Ruff Riders Anthem | 515867 | DMX | Ifill/Banks/Clinto | 25.00% |

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|--------------------------------------|--------|-------------------|-------------------|---------|
| Runnin' (Dying to Live) | 580837 | 2Pac feat. The | SHAKUR | 56.13% |
| Secret | 286572 | Madonna | Ciccone/Austin/ | 50.00% |
| Send Your Love | 576128 | Sting | SUMNER | 100.00% |
| Senorita | 531582 | Justin | TIMBERLAKE | 66.67% |
| She's So High | 360760 | Kurt Nilsen | BACHMAN TAL | 100.00% |
| Smoke On The Water | 300909 | Deep Purple | Ritchie | 100.00% |
| So Into You | 368012 | Fabulous feat. | WASHINGTON | 33.33% |
| Something | 515627 | Lasgo | Vervoort, Luts | 100.00% |
| Something Beautiful | 490510 | Robbie Williams | WILLIAMS | 50.00% |
| Song #2 | 325926 | Blur | Albarn/James/C | 100.00% |
| Spinning Around | 438815 | Kylie Minogue | Shickman/Bingh | 15.00% |
| St Anger | 567092 | Metallica | HAMMETT | 15.00% |
| Stan | 449647 | Eminem | Armstrong/Herm | 20.00% |
| Stand Up | 577029 | Ludacris | BRIDGES | 100.00% |
| Stay Together For The Klds | 492204 | Blink 182 | Delonge/Hoppus | 100.00% |
| Still Dre | 436316 | Dr Dre feat. | Bradford/Storch | 50.00% |
| Still Waiting | 534837 | Sum 41 | Nori Greig | 60.00% |
| Stole | 507060 | Kelly Rowland | Kipner, De | 33.33% |
| Sunrise | 588923 | Norah Jones | ALEXANDER | 100.00% |
| The Anthem | 523171 | Good Charlotte | FELDMAN | 85.00% |
| The Council Of Elrond (from 'Lord Of | 505204 | Enya | Brennan Ethne | 75.00% |
| The Final Countdown | 111655 | Europe | Joey Tempest | 100.00% |
| The Good The Bad And The Ugly SMS | 62252 | | Ennio Morricone | 100.00% |
| The Hell Song | 539182 | Sum 41 | NORI GREIG | 60.00% |
| The James Bond Theme | 61525 | Tv/Film | Monty Norman | 100.00% |
| The Jump Off | 566248 | Lil' Kim feat. Mr | Harvey Osten S | 34.50% |
| The Next Episode | 438845 | Dr Dre feat. | Young/Bradford | 55.00% |
| The Pink Panther Theme | 60200 | Tv/Film | Henry Mancini | 25.00% |
| The Wave | 533546 | Cosmic Gate | BOSSEMS | 40.00% |
| The Whole World | 505071 | Outkast feat. | Benjamin | 16.67% |
| Theme from 'Batman' | 75842 | Tv/Film | Neal Hefti | 100.00% |
| Theme from 'CHiPs' | 74882 | Tv/Film | Parker | 100.00% |
| Theme from 'Ghostbusters' | 185637 | Ray Parker Jr. | Ray Parker Jr. | 25.00% |
| Theme from 'Rocky' | 71469 | Tv/Film | Conti | 100.00% |
| Theme from 'The A-Team' | 23126 | Tv/Film | Carpenter, Postil | 37.50% |
| Theme from 'The Good, The Bad And | 62252 | Tv/Film | Ennio Morricone | 100.00% |
| Theme from 'The Magnificent Seven' | 061110 | Tv/Film | Bernstein | 100.00% |
| There You Go. | 381753 | Whitney | Jerkins/Jerkins | 32.00% |
| There You Go | 389162 | Pink | Burruss/Briggs | 50.00% |
| This Is The New Shit | 566915 | Marilyn Manson | SKOLD TIM L K | 55.00% |
| Thong Song | 522903 | Sisqo | Andrews/Rosa | 31.25% |
| To Be With You | 091330 | Mr Big | Sheehan/Torpey | 100.00% |
| To Love A Woman | 528852 | Lionel Richie & | BARRY PAUL - | 33.34% |
| Together Again | 362085 | Janet Jackson | Harris/Lewis/Jac | 50.00% |
| Toxic | 544118 | Britney Spears | KARLSSON | 50.00% |
| Training Montage (from 'Rocky IV') | 31659 | Vince DiCola | DiCola | 100.00% |
| Trouble | 574238 | Pink | MOORE | 50.00% |
| Tubular Bells | 212685 | Mike Oldfield | Oldfield | 100.00% |
| Turn Me On | 577094 | Kevin Lytle | HENNINGS | 97.50% |

| | | | | |
|--|--------|------------------|-----------------|---------|
| U Got It Bad | 461148 | Usher | | 75.00% |
| Ugly | 502010 | Bubba Sparks | | 50.00% |
| U-Turn | 461156 | Usher | Raymond/Dupri/ | 75.00% |
| Wait And Bleed | 390918 | Slipknot | Gray/Jordison/T | 100.00% |
| Walking On Sunshine | 129621 | Katrina And The | Rew | 100.00% |
| Wangsta | 543748 | 50 Cent | Freeman | 50.00% |
| Wannabe | 422360 | Spice Girls | Rowbottom/Stan | 50.00% |
| We Are The Champions | 145163 | Queen | May, Mercury, | 100.00% |
| We Will Rock You | 145204 | Queen | May/Mercory/De | 100.00% |
| We're Off To See The Wizard (from 'The | 89815 | | Arlen/Harburg | 100.00% |
| Westside | 339010 | TQ | Mosley/Ojetund | 15.00% |
| What A Girl Wants | 436613 | Christina | Roche/Peiken | 50.00% |
| What Would You Do? | 389231 | City High | Pardlo Roberts | 100.00% |
| What's Your Fantasy | 466970 | Ludacris | Bridges | 100.00% |
| When You Say Nothing At All | 136407 | Ronan Keating | Overstreet, | 12.50% |
| Where Da Hood At | 577422 | DMX | SIMMONS | 2.50% |
| White Flag | 571641 | Dido | ARMSTRONG | 30.00% |
| Who Do You Think You Are | 422361 | Spice Girls | Watkins/Wilson/ | 50.00% |
| With You | 591258 | Jessica | SIMPSON | 24.00% |
| X Gon' Give It To Ya | 544420 | DMX | Dean | 17.50% |
| Yeah | 592333 | Usher | USHER DEAN | 31.66% |
| You And I | 157339 | Will Young | Johnson | 100.00% |
| You Don't Know My Name | 584048 | Alicia Keys | WILLIAMS (US | 50.00% |
| You Gets No Love | 503042 | Faith Evans | Evans Faith | 47.00% |
| You Give Love A Bad Name | 32646 | Bon Jovi | Bon | 33.33% |
| You Make Me Sick | 443601 | Pink | NWOBOSI OBI | 50.00% |
| Young 'N (Holla-Back) | 502922 | Fabulous | Hugo Charles | 100.00% |
| A Woman's Worth | 495913 | Alicia Keys | Augello/Rose | 100.00% |
| Adam's Song | 388940 | Blink 182 | Delonge/Hoppus | 100.00% |
| Addicted | 576614 | Enrique Iglesias | BARRY PAUL - | 50.00% |
| Aicha | 571621 | Outlandish | ISAM BACHIRI - | 100.00% |
| All Eyez On Me | 535779 | Monica | Ensing Music | 33.34% |
| All I Have | 540499 | Jennifer Lopez | RICHARDSON | 8.34% |
| All Over Lisa | 541128 | Lisa Maffia | MAFFIA LISA - | 100.00% |
| All The Small Things | 388941 | Blink 182 | Delonge/Hoppus | 100.00% |
| All The Things She Said | 564391 | T.A.T.U. | Galoyan/ | 33.34% |
| American Life | 572023 | Madonna | Ahmadzai | 50.00% |
| Angels | 336076 | Robbie Williams | Williams/Chamb | 50.00% |
| Another Day In Paradise | 435985 | Phil Collins | Collins | 100.00% |
| Another One Bites The Dust | 154074 | Queen | Deacon | 100.00% |
| Are You That Somebody | 467319 | Aaliyah | Mosley/Garrett | 43.75% |
| Automatic | 512103 | Sarah | Gallagher | 33.34% |
| Baby Boy | 569022 | Beyoncé feat. | HENRIQUES | 16.66% |
| Baby I Love You | 540378 | Jennifer Lopez | ROONEY | 12.50% |
| Bad Medicine | 92910 | Bon Jovi | Child/Bon Jovi | 33.34% |
| Beautiful | 542394 | Snoop Dogg | BROADUS | 100.00% |
| Being Nobody | 540431 | Richard X vs | Marsh Ian | 100.00% |
| Big Pimpin' | 442134 | Jay-Z feat. | Mosley/Carter/J | 42.00% |
| Big Star | 464190 | Kenny Chesney | SMITH | 100.00% |

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|----------------------------|--------|---------------------|-------------------|---------|
| Blood Is Pumpin' | 507853 | Voodoo & | RAITH | 37.50% |
| Boys | 500917 | Britney Spears | Williams, Hugo | 100.00% |
| Breaking The Law | 14953 | Judas Priest | Downing/Halford | 100.00% |
| Calling | 480907 | Geri Halliwell | Vettese/Halliwell | 100.00% |
| Candy | 500712 | Foxy Brown | Cardova | 50.00% |
| Can't Let You Go | 583556 | Fabulous feat. | LOVING C - | 35.00% |
| Can't Nobody | 529510 | Kelly Rowland | Fisher | 50.00% |
| Caramel | 389242 | City High | Collins/Hubbard/ | 67.50% |
| Change Clothes | 589515 | Jay Z feat. | Carter/Hugo/Will | 100.00% |
| Chitty Chitty Bang Bang | 62053 | Tv/Film | Sherman/Sherm | 100.00% |
| Come Away With Me | 519909 | Norah Jones | JONES NORAH | 100.00% |
| Come Into My World | 507607 | Kylie Minogue | Dennis, Davis | 50.00% |
| Come Undone | 509378 | Robbie Williams | Hamilton, | 50.00% |
| Crashin' A Party | 580628 | Lumidee | PEREZ | 7.81% |
| Crazy In Love | 565656 | Beyonce feat. | RECORD | 42.50% |
| Daddy DJ | 512858 | Daddy DJ | Belval/Roy | 100.00% |
| Dammit | 361706 | Blink 182 | Raynor/Hoppus/ | 100.00% |
| Dance In To The Light | 438564 | Phil Collins | Collins | 100.00% |
| Daydream Believer | 109427 | The Monkees | Stewart | 100.00% |
| Die Another Day | 572030 | Madonna | Ahmadzai, | 50.00% |
| Dilemma | 529545 | Nelly | Haynes, C./ | 5.00% |
| Don't Know What To Tell Ya | 544989 | Aaliyah | MOSLEY | 50.00% |
| Dreamer | 463276 | Ozzy Osbourne | Fredriksen, | 66.66% |
| Dy-Na-Mi-Tee | 529714 | Ms Dynamite | Daley, Remi, | 50.00% |
| Englishman In New York | 358999 | Sting | SUMNER | 100.00% |
| Escape | 502081 | Enrique-Iglesias | DioGuardi, | 50.00% |
| Every Breath You Take | 222330 | The Police | G.M.Sumner | 100.00% |
| Excuse Me Miss | 535146 | Jay-Z | WILLIAMS | 100.00% |
| Fake | 564713 | Simply Red | SUZUKI | 75.00% |
| Fallin' | 495869 | Alicia Keys | Keys | 100.00% |
| Feel | 500559 | Robbie Williams | Chambers, | 50.00% |
| Feel It Boy | 528542 | Beenie Man | Davis, Williams, | 90.00% |
| Fly By | 512003 | Blue | Eriksen/Rustan/ | 60.00% |
| Foolish | 512439 | Ashanti feat. | Aurelius Seven | 50.00% |
| Frantic | 567142 | Metallica | HAMMETT | 15.00% |
| Get Busy | 539638 | Sean Paul | Henriques | 50.00% |
| Get It On The Floor | 578117 | DMX feat. Swizz | DEAN | 12.00% |
| Gimme The Light | 536961 | Sean Paul feat. | Henriques, Rami | 50.00% |
| Girlfriend | 502099 | NSync | Hugo/Timberlak | 66.67% |
| Girls And Boys | 533435 | Good Charlotte | COMBS | 100.00% |
| God Is A DJ | 577541 | Pink | MANN (US 1) | 10.00% |
| Gossip Folks | 539311 | Missy Elliott feat. | Elliott, Mosley, | 16.66% |
| Guantanamo | 558895 | Outlandish | CARDENAS | 60.00% |
| Guilty Conscience | 386505 | Eminem feat. Dr | Amell/Kaniger/Y | 50.00% |
| Hella Good | 509430 | No Doubt | Stefani/Hugo/Wi | 50.00% |
| Hero | 502056 | Enrique | Barry | 50.00% |
| Hey Ma | 517497 | Cam'ron | Giles, Pittman, | 85.00% |
| Hold On | 533437 | Good Charlotte | MADDEN | 100.00% |
| Holidae In | 576061 | Chingy | Bailey Howard | 16.67% |

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|------------------------------------|--------|-------------------|--------------------------|---------|
| Hollywood | 572024 | Madonna | CICCONE | 50.00% |
| Hot In Herre | 516967 | Nelly | Haynes, C./ | 37.50% |
| I Can | 542773 | Nas | Remi/ Jones/ | 26.67% |
| I Got 5 On It | 304798 | Luniz | King/Gilmour/Mc | 63.34% |
| I Know What You Want | 539479 | Busta Rhymes | Smith, T./ | 50.00% |
| I Miss You | 583653 | Blink 182 | HOPPUS MARK | 10.00% |
| I Need A Girl | 500219 | P. Diddy feat. | Jack/Jones/Mall | 20.00% |
| I Need You | 391091 | Leann Rimes | Lacy/Matkosky | 50.00% |
| I Wanna Love You Forever | 380889 | Jessica | Watters/Biancan | 50.00% |
| Ice Ice Baby | 180569 | Vanilla Ice | VANILLA ICE - | 70.00% |
| If I Could Go | 567154 | Angie Martinez | Austin Jamar | 58.33% |
| If You Love Somebody Set Them Free | 359021 | Sting | STING (GB) | 100.00% |
| I'm A Slave For You | 500839 | Britney Spears | Williams, Hugo | 100.00% |
| I'm Gonna Be Alright | 472812 | Jennifer Lopez | Lopez/Rooney/O | 40.00% |
| I'm Right Here | 507491 | Samantha Mumba | Karlsson, Winnberg, | 50.00% |
| I'm Still In Love With You | 576073 | Sean Paul & Sasha | BROWNE CLEVELAND | 10.00% |
| In These Arms | 257547 | Bon Jovi | BENOIT DAVID BRYAN - BON | 33.33% |
| Insomnia | 320771 | Faithless | Armstrong/Bent | 33.33% |
| Intuition | 544312 | Jewel | KILCHER | 100.00% |
| It Just Won't Do | 512161 | Tim Deluxe | Onono Ben | 50.00% |
| It's Raining Men | 247923 | The Weather | Jabara/Shaffer | 50.00% |
| Jenny From The Block | 536791 | Jennifer Lopez | Arbex-Miro/ | 20.00% |
| Just Like A Pill | 503088 | Pink | Pink, Austin | 100.00% |
| La La La (Excuse Me Again) | 567575 | Jay-Z | Carter Shawn | 100.00% |
| Lady Marmalade | 346257 | All Saints | Crewe/Nolan | 100.00% |
| Lifestyles Of The Rich And Famous | 518475 | Good Charlotte | Combs, Combs, | 100.00% |
| Light Your Ass On Fire | 571823 | Busta Rhymes | HUGO CHAD - | 66.67% |
| Like I Love You | 531581 | Justin | Williams, Hugo, | 66.66% |
| Little L | 500569 | Jamiroquai | Kay/Smith | 100.00% |
| Losing Grip | 503687 | Avril Lavigne | LAVIGNE | 50.00% |
| Love @ First Sight | 577382 | Mary J. Blige | BLIGE MARY J - | 36.85% |
| Love At First Sight | 512091 | Kylie Minogue | Gallagher/Stann | 20.00% |
| Material Girl | 590521 | Madonna | Brown, Rans | 100.00% |
| Maybe | 502084 | Enrique Iglesias | Dioguardi Kara | 50.00% |
| Megalomaniac | 589647 | Incubus | Benjamin | 100.00% |
| Mobscene | 566907 | Marilyn Manson | WARNER | 60.00% |
| More Than A Woman | 493172 | Aaliyah | Garrett, Mosley | 50.00% |
| Ms Jackson | 466932 | Outkast | Benjamin/Patton | 16.67% |
| Mundian To Bach Ke | 543284 | Punjabi MC | Junga | 10.00% |
| My Boyfriend's Back | 11800 | Angels | Feldman/Goldst | 100.00% |
| Never Had A Dream Come True | 470107 | S Club 7 | Dennis/Elis | 50.00% |
| Never Leave You (Uh-Oooh) | 580636 | Lumidee | CEDENO | 10.71% |
| No More Drama | 438991 | Mary J. Blige | Lewis/Harris/De | 100.00% |
| No More Tears | 226498 | Ozzy Osbourne | Osbourne/Wyld | 66.67% |
| No Sunshine | 515688 | DMX | | 6.25% |
| Not Gonna Get Us | 564383 | T.A.T.U. | Polienko, V.V./ | 25.00% |

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|--------------------------------------|--------|------------------|--------------------|---------|
| Not In Love | 583515 | Enrique Iglesias | TAYLOR MARK | 50.00% |
| One Day In Your Life | 507972 | Anastacia | Walters/Biancan | 33.33% |
| One Minute Man | 503518 | Missy Elliot | Bridges | 25.00% |
| Over My Head | 539184 | Sum 41 | Jocz Steve, Nori | 60.00% |
| Over The Rainbow | 85239 | Judy Garland | Harburg | 100.00% |
| Party Up | 515695 | DMX | SIMMONS | 12.50% |
| Pass The Courvoisier | 506639 | Busta Rhymes | Edwards, B./ | 16.25% |
| Peaches | 306049 | The Presidents | Finn/Ballew/Ded | 85.00% |
| Peaches And Cream | 486764 | 112 | Boyd Jason | 76.00% |
| PIMP | 548739 | 50 Cent | Jackson/Porter | 17.50% |
| Poison | 095666 | Alice Cooper | Cooper/Meccury | 42.50% |
| Purple Hills | 492709 | D-12 | Mathers/Bass/C | 31.32% |
| Rain On Me | 571166 | Ashanti | DAVID HAL - | 50.00% |
| Right Back At Ya | 463071 | Spice Girls | Beckham | 50.00% |
| Right Thurr | 565127 | Chingy | Bailey Howard | 20.00% |
| Rock Your Body | 531586 | Justin | TIMBERLAKE | 66.67% |
| Rollout (My Business) | 506556 | Ludacris | Bridges, Mosley | 50.00% |
| Romeo Dunn | 529717 | Romeo | Dawkins, Maffia, | 40.00% |
| Ruff Riders Anthem | 515867 | DMX | Irill/Banks/Clinto | 25.00% |
| Runnin' (Dying to Live) | 580837 | 2Pac feat. The | SHAKUR | 56.13% |
| Santa Claus Is Coming To Town | 86620 | | Coots/Gillespie | 50.00% |
| Secret | 286572 | Madonna | Ciccone/Austin/ | 50.00% |
| Send Your Love | 576128 | Sting | SUMNER | 100.00% |
| Senorita | 531582 | Justin | TIMBERLAKE | 66.67% |
| She's So High | 360760 | Kurt-Nilsen | BACHMAN TAL | 100.00% |
| Smoke On The Water | 300909 | Deep Purple | Ritchie | 100.00% |
| So Into You | 368012 | Fabulous feat. | WASHINGTON | 33.33% |
| Something | 515627 | Lasgo | Vervoort, Luts | 100.00% |
| Son Of A Gun | 493624 | Janet Jackson | Harris/Lewis/Jac | 35.62% |
| Song #2 | 325926 | Blur | Albam/James/C | 100.00% |
| Spinning Around | 438815 | Kylie Minogue | Shickman/Bingh | 15.00% |
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| Stan | 449647 | Eminem | Armstrong/Hern | 20.00% |
| Stand | 549475 | Jewel | KILCHER | 100.00% |
| Stand Up | 577029 | Ludacris | BRIDGES | 100.00% |
| Stay Together For The Kids | 492204 | Blink 182 | Delonge/Hoppus | 100.00% |
| Still Waiting | 534837 | Sum 41 | Nori Greig | 60.00% |
| Stole | 507060 | Kelly Rowland | Kipner, De | 33.33% |
| Sunrise | 588923 | Norah Jones | ALEXANDER | 100.00% |
| Take Me There | 375861 | Blackstreet/Mya | Riley/Betha/Sav | 23.00% |
| The Anthem | 523171 | Good Charlotte | FELDMAN | 85.00% |
| The Council Of Elrond (from 'Lord Of | 505204 | Enya | Brennan Ethne | 75.00% |
| The Final Countdown | 111655 | Europe | Joey Tempest | 100.00% |
| The Good The Bad And The Ugly SMS | 62252 | | Ennio Morricone | 100.00% |
| The Hardest Thing | 371056 | 98 Degrees | Frank/Kipner | 100.00% |
| The Hell Song | 539182 | Sum 41 | NORI GREIG | 60.00% |
| The James Bond Theme | 61525 | Tv/Film | Monty Norman | 100.00% |

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|--|--------|-------------------|-------------------------------|---------|
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| The Next Episode | 438845 | Dr Dre feat. | Young/Bradford/ | 55.00% |
| The Pink Panther Theme | 60200 | Tv/Film | Henry Mancini | 25.00% |
| The Wave | 533546 | Cosmic Gate | BOSSEMS | 40.00% |
| The Whole World | 505071 | Outkast feat. | Benjamin | 16.67% |
| Theme from 'Batman' | 75842 | Tv/Film | Neal Hefti | 100.00% |
| Theme from 'Charlie's Angels' | 185570 | Tv/Film | Elliott/Ferguson | 100.00% |
| Theme from 'CHiPs' | 74882 | Tv/Film | Parker | 100.00% |
| Theme from 'Ghostbusters' | 185637 | Ray Parker Jr. | Ray Parker Jr. | 25.00% |
| Theme from 'Rocky' | 71469 | Tv/Film | Conti | 100.00% |
| Theme from 'The A-Team' | 23126 | Tv/Film | Carpenter, Postil | 37.50% |
| Theme from 'The Good, The Bad And | 62252 | Tv/Film | Ennio Morricone | 100.00% |
| Theme from 'The Monkees' | 120817 | Tv/Film | Boyce, Hart | 100.00% |
| There You Go | 389162 | Pink | Burruss/Briggs/ | 50.00% |
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| Who's That Girl | 515761 | Eve | Dean, Harris, | 50.00% |
| With You | 591258 | Jessica | SIMPSON | 24.00% |
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| Calling | 480907 | Geri Halliwell | Vettese/Halliwell | 100.00% |
| Candy | 500712 | Foxy Brown | Cardova | 50.00% |
| Can't Let You Go | 583556 | Fabulous feat. | LOVING C - | 35.00% |
| Can't Nobody | 529510 | Kelly Rowland | Fisher | 50.00% |
| Caramel | 389242 | City High | Collins/Hubbard/ | 67.50% |
| Change Clothes | 589515 | Jay Z feat. | Carter/Hugo/Will | 100.00% |
| Chitty Chitty Bang Bang | 62053 | Tv/Film | Sherman/Sherm | 100.00% |
| Come Away With Me | 519909 | Norah Jones | JONES NORAH | 100.00% |
| Come Into My World | 507607 | Kylie Minogue | Dennis, Davis | 50.00% |
| Come Undone | 509378 | Robbie Williams | Hamilton, | 50.00% |
| Crashin' A Party | 580628 | Lumidee | PEREZ | 7.81% |
| Crazy In Love | 565656 | Beyonce feat. | RECORD | 42.50% |
| Daddy DJ | 512858 | Daddy DJ | Belval/Roy | 100.00% |
| Dammit | 361706 | Blink 182 | Raynor/Hoppus/ | 100.00% |
| Dance In To The Light | 438564 | Phil Collins | Collins | 100.00% |
| Dance With Me | 480316 | 112 | Jones, Keith, | 87.50% |
| Daydream Believer | 109427 | The Monkees | Stewart | 100.00% |
| Die Another Day | 572030 | Madonna | Ahmadzai, | 50.00% |
| Dilemma | 529545 | Nelly | Haynes, C./ | 5.00% |

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|------------------------------------|--------|---------------------|------------------|---------|
| Dirt Off Your Shoulder | 583519 | Jay-Z | Carter/Mosley | 50.00% |
| Don't Know What To Tell Ya | 544989 | Aaliyah | MOSLEY | 50.00% |
| Dreamer | 463276 | Ozzy Osbourne | Fredriksen, | 66.66% |
| Dy-Na-Mi-Tee | 529714 | Ms Dynamite | Daley, Remi, | 50.00% |
| Englishman In New York | 358999 | Sting | SUMNER | 100.00% |
| Escape | 502081 | Enrique Iglesias | DioGuardi, | 50.00% |
| Every Breath You Take | 222330 | The Police | G.M.Sumner | 100.00% |
| Excuse Me Miss | 535146 | Jay-Z | WILLIAMS | 100.00% |
| Fallin' | 495869 | Alicia Keys | Keys | 100.00% |
| Feel It Boy | 528542 | Beenie Man | Davis, Williams, | 90.00% |
| First Date | 492201 | Blink 182 | DeLonge/Hoppus | 100.00% |
| Foolish | 512439 | Ashanti feat. | Aurelius Seven | 50.00% |
| Frantic | 567142 | Metallica | HAMMETT | 15.00% |
| Get Busy | 539638 | Sean Paul | Henriques | 50.00% |
| Get It On The Floor | 578117 | DMX feat. Swizz | DEAN | 12.00% |
| Gimme The Light | 536961 | Sean Paul feat. | Henriques, Rami | 50.00% |
| Girlfriend | 502099 | NSync | Hugo/Timberlak | 66.67% |
| Girls And Boys | 533435 | Good Charlotte | COMBS | 100.00% |
| God Is A DJ | 577541 | Pink | MANN (US.1) | 10.00% |
| Gossip Folks | 539311 | Missy Elliott feat. | Elliott, Mosley; | 16.66% |
| Guantanamo | 558895 | Outlandish | CARDENAS | 60.00% |
| Guilty Conscience | 386505 | Eminem feat. Dr | Amell/Kaniger/Y | 50.00% |
| Heffa Good | 509430 | No Doubt | Stefani/Hugo/Wi | 50.00% |
| Hero | 502056 | Enrique | Barry | 50.00% |
| Hey Ma | 517497 | Cam'ron | Giles, Pittman, | 85.00% |
| Hit 'Em Up Style | 487330 | Blue Cantrell | Austin | 100.00% |
| Hold On | 533437 | Good Charlotte | MADDEN | 100.00% |
| Holidae In | 576061 | Chingy | Bailey Howard | 16.67% |
| Hollywood | 572024 | Madonna | CICCONE | 50.00% |
| Hot In Herre | 516967 | Nelly | Haynes, C./ | 37.50% |
| I Can | 542773 | Nas | Remi/ Jones/ | 26.67% |
| I Got 5 On It | 304798 | Luniz | King/Gilmour/Mc | 63.34% |
| I Know What You Want | 539479 | Busta Rhymes | Smith, T./ | 50.00% |
| I Miss You | 583653 | Blink 182 | HOPPUS MARK | 10.00% |
| I Need You | 391091 | Leann Rimes | Lacy/Malkosky | 50.00% |
| I Wanna Love You Forever | 380889 | Jessica | Walters/Biancan | 50.00% |
| Ice Ice Baby | 180569 | Vanilla Ice | VANILLA ICE - | 70.00% |
| If I Could Go | 567154 | Angie Martinez | Austin Jamar | 58.33% |
| If You Love Somebody Set Them Free | 359021 | Sting | STING (GB) | 100.00% |
| I'm A Slave For You | 500839 | Britney Spears | Williams, Hugo | 100.00% |
| I'm Gonna Be Alright | 472812 | Jennifer Lopez | Lopez/Rooney/O | 40.00% |
| I'm Right Here | 507491 | Samantha | Karlsson, | 50.00% |
| I'm Still In Love With You | 576073 | Sean Paul & | BROWNE | 10.00% |
| In These Arms | 257547 | Bon Jovi | BENOIT DAVID | 33.33% |
| Insomnia | 320771 | Faithless | Armstrong/Bent | 33.33% |
| Intuition | 544312 | Jewel | KILCHER | 100.00% |
| It's Raining Men | 247923 | The Weather | Jabara/Shaffer | 50.00% |
| Jenny From The Block | 536791 | Jennifer Lopez | Arbex-Miro/ | 20.00% |
| Just Like A Pill | 503088 | Pink | Pink, Austin | 100.00% |

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|-----------------------------------|--------|------------------|-------------------|---------|
| La La La (Excuse Me Again) | 567575 | Jay-Z | Carter Shawn | 100.00% |
| Lady Marmalade | 346257 | All Saints | Crewe/Nolan | 100.00% |
| Lifestyles Of The Rich And Famous | 518475 | Good Charlotte | Combs, Combs, | 100.00% |
| Light Your Ass On Fire | 571823 | Busta Rhymes | HUGO CHAD-- | 66.67% |
| Like I Love You | 531581 | Justin | Williams, Hugo, | 66.66% |
| Little L | 500569 | Jamiroquai | Kay/Smith | 100.00% |
| Losing Grip | 503687 | Avril Lavigne | LAVIGNE | 50.00% |
| Love @ First Sight | 577382 | Mary J. Blige | BLIGE MARY J - | 36.85% |
| Love At First Sight | 512091 | Kylie Minogue | Gallagher/Stann | 20.00% |
| Megalomaniac | 589647 | Incubus | Benjamin. | 100.00% |
| Mobscene | 566907 | Marilyn Manson | WARNER | 60.00% |
| More Than A Woman | 493172 | Aaliyah | Garrett, Mosley | 50.00% |
| Ms Jackson | 466932 | Outkast | Benjamin/Palton | 16.67% |
| Mundian To Bach Ke | 543284 | Panjabi MC | Junga | 10.00% |
| My Boyfriend's Back | 11800 | Angels | Feldman/Goldst | 100.00% |
| My Plague | 500866 | Sliptonot | Root/Jones/Cra- | 100.00% |
| Never Had A Dream Come True | 470107 | S Club 7 | Dennis/Ellis | 50.00% |
| Never Leave You (Uh-Oooh) | 580636 | Lumidee | CEDENO | 10.71% |
| No More Drama | 438991 | Mary J. Blige | Lewis/Harris/De | 100.00% |
| No Sunshine | 515688 | DMX | | 6.25% |
| Not Gonna Get Us | 564383 | T.A.T.U. | Pollenko, V.V./ | 25.00% |
| Not In Love | 583515 | Enrique Iglesias | TAYLOR MARK | 50.00% |
| One Day In Your Life | 507972 | Anastacia | Watters/Biancan | 33.33% |
| One Minute Man | 503518 | Missy Elliot | Bridges | 25.00% |
| Over My Head | 539184 | Sum 41 | Jocz Steve, Nori | 60.00% |
| Over The Rainbow | 85239 | Judy Garland | Harburg | 100.00% |
| Party Up | 515695 | DMX | SIMMONS | 12.50% |
| Pass The Courvoisier | 506639 | Busta Rhymes | Edwards, B.J | 16.25% |
| Peaches | 306049 | The Presidents | Finn/Ballew/Ded | 85.00% |
| Peaches And Cream | 486764 | 112 | Boyd Jason | 76.00% |
| PIMP | 548739 | 50 Cent | Jackson/Porter | 17.50% |
| Poison | 095666 | Alice Cooper | Cooper/Meccury | 42.50% |
| Purple Hills | 492709 | D-12 | Mathers/Bass/C | 31.32% |
| Rain On Me | 571166 | Ashanti | DAVID HAL - | 50.00% |
| Reach | 440073 | S Club 7 | DENNIS | 50.00% |
| Right Thurr | 565127 | Chingy | Bailey Howard | 20.00% |
| Rise & Fall | 540550 | Craig David feat | MILLER | 70.00% |
| Rock Your Body | 531586 | Justin | TIMBERLAKE | 66.67% |
| Rollout (My Business) | 506556 | Ludacris | Bridges, Mosley | 50.00% |
| Romeo Dunn | 529717 | Romeo | Dawkins, Mafia, | 40.00% |
| Ruff Riders Anthem | 515867 | DMX | Hill/Banks/Clinto | 25.00% |
| Runnin' (Dying to Live) | 580837 | 2Pac feat. The | SHAKUR | 56.13% |
| Secret | 286572 | Madonna | Ciccone/Austin/ | 50.00% |
| Send Your Love | 576128 | Sling | SUMNER | 100.00% |
| Senorita | 531582 | Justin | TIMBERLAKE | 66.67% |
| She's So High | 360760 | Kurt Nilsen | BACHMAN TAL | 100.00% |
| Smoke On The Water | 300909 | Deep Purple | Ritchie | 100.00% |
| So Into You | 368012 | Fabulous feat | WASHINGTON | 33.33% |
| Something | 515627 | Lasgo | Vervoort, Luts | 100.00% |

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|--------------------------------------|--------|-------------------|-------------------|---------|
| Son Of A Gun | 493624 | Janet Jackson | Harris/Lewis/Jac | 35.62% |
| Song #2 | 325926 | Blur | Albam/James/C | 100.00% |
| Space Cowboy | 290684 | Jamiroquai | Kay | 100.00% |
| Spinning Around | 438815 | Kylie Minogue | Shickman/Bingh | 15.00% |
| St Anger | 567092 | Metallica | HAMMETT | 15.00% |
| Stan | 449647 | Eminem | Armstrong/Hern | 20.00% |
| Stand | 549475 | Jewel | KILCHER | 100.00% |
| Stand Up | 577029 | Ludacris | BRIDGES | 100.00% |
| Stay Together For The Kids | 492204 | Blink 182 | Delonge/Hoppus | 100.00% |
| Still Waiting | 534837 | Sum 41 | Nori Greig | 60.00% |
| Stole | 507060 | Kelly Rowland | Kipner, De | 33.33% |
| Sunrise | 588923 | Norah Jones | ALEXANDER | 100.00% |
| The Anthem | 523171 | Good Charlotte | FELDMAN | 85.00% |
| The Council Of Elrond (from 'Lord Of | 505204 | Enya | Brennan Ethne | 75.00% |
| The Final Countdown | 111655 | Europe | Joey Tempest | 100.00% |
| The Good The Bad And The Ugly SMS | 62252 | | Ennio Morricone | 100.00% |
| The Hell Song | 539182 | Sum 41 | NORI GREIG | 60.00% |
| The James Bond Theme | 61525 | Tv/Film | Monty Norman | 100.00% |
| The Jump Off | 566248 | Lil' Kim feat. Mr | Harvey Osten S | 34.50% |
| The Pink Panther Theme | 60200 | Tv/Film | Henry Mancini | 25.00% |
| The Wave | 533546 | Cosmic Gate | BOSSEMS | 40.00% |
| The Whole World | 505071 | Outkast feat. | Benjamin | 16.67% |
| Theme from 'Batman' | 75842 | Tv/Film | Neal Hefti | 100.00% |
| Theme from 'CHiPs' | 74882 | Tv/Film | Parker | 100.00% |
| Theme from 'Ghostbusters' | 185637 | Ray Parker Jr. | Ray Parker Jr. | 25.00% |
| Theme from 'Rocky' | 71469 | Tv/Film | Conti | 100.00% |
| Theme from 'The A-Team' | 23126 | Tv/Film | Postil/Carpenter | 37.50% |
| Theme from 'The A-Team' | 23126 | Tv/Film | Carpenter, Postil | 37.50% |
| Theme from 'The Good, The Bad And | 62252 | Tv/Film | Ennio Morricone | 100.00% |
| Theme from 'The Monkees' | 120817 | Tv/Film | Boyce, Hart | 100.00% |
| This Is The New Shit | 566915 | Marilyn Manson | SKOLD TIM L K | 55.00% |
| Thong Song | 522903 | Sisqo | Andrews/Rosa/ | 31.25% |
| To Be With You | 091330 | Mr Big | Sheehan/Torpey | 100.00% |
| To Love A Woman | 528852 | Lionel Richie & | BARRY PAUL - | 33.34% |
| Together Again | 362085 | Janet Jackson | Harris/Lewis/Jac | 50.00% |
| Toxic | 544118 | Britney Spears | KARLSSON | 50.00% |
| Trade It All | 502524 | Fabulous feat. | Illil, Shaw, | 100.00% |
| Trouble | 574238 | Pink | MOORE | 50.00% |
| Turn Me On | 577094 | Kevin Lytle | HENNINGS | 97.50% |
| U Got It Bad | 461148 | Usher | | 75.00% |
| Ugly | 502010 | Bubba Sparks | | 50.00% |
| Under The Influence | 455158 | Eminem | Bass/Bass/math | 41.68% |
| U-Turn | 461156 | Usher | Raymond/Dupil/ | 75.00% |
| Wait And Bleed | 390918 | Slipknot | Gray/Jordison/T | 100.00% |
| Walking On Sunshine | 129621 | Katrina And The | Rew | 100.00% |
| Wangsta | 543748 | 50 Cent | Freeman | 50.00% |
| Wantabe | 422360 | Spice Girls | Rowbottom/Stan | 50.00% |
| Wassup | 473138 | Da Muttz | Burrell/Miller/Ja | 100.00% |
| We Are The Champions | 145163 | Queen | May, Mercury, | 100.00% |

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|--|--------|---------------|-----------------|---------|
| We Will Rock You | 145204 | Queen | May/Mercory/De | 100.00% |
| We're Off To See The Wizard (from 'The | 89815 | | Arlen/Harburg | 100.00% |
| What A Girl Wants | 436613 | Christina | Roche/Peiken | 50.00% |
| What Would You Do? | 389231 | City High | Pardlo Roberts | 100.00% |
| What's Your Fantasy | 466970 | Ludacris | Bridges | 100.00% |
| When You Say Nothing At All | 136407 | Ronan Keating | Overstreet, | 12.50% |
| Where Da Hood At | 577422 | DMX | SIMMONS | 2.50% |
| Where's The Party At | 492178 | Jagged Edge | Casey Brandon | 60.00% |
| White Flag | 571641 | Dido | ARMSTRONG | 30.00% |
| Who Do You Think You Are | 422361 | Spice Girls | Watkins/Wilson/ | 50.00% |
| Who's That Girl | 515761 | Eve | Dean, Harris, | 50.00% |
| With You | 591258 | Jessica | SIMPSON | 24.00% |
| X Gon' Give It To Ya | 544420 | DMX | Dean | 17.50% |
| Yeah | 592333 | Usher | USHER DEAN | 31.66% |
| You And I | 157339 | Will Young | Johnson | 100.00% |
| You Don't Know My Name | 584048 | Alicia Keys | WILLIAMS (US | 50.00% |
| You Give Love A Bad Name | 32646 | Bon Jovi | Bon | 33.33% |
| You Make Me Sick | 443601 | Pink | NWOBOSI OBI | 50.00% |
| Young 'N (Holla Back) | 502922 | Fabulous | Hugo Charles | 100.00% |
| | | | | |

TOTAL:

SCHEDULE C

to the Agreement dated August 19, 2004, by and between
EMI Entertainment World, Inc. and Downplay, Inc. (pursuant to paragraph 1(a))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated August 19, 2004, by and between EMI Entertainment World, Inc. and Downplay, Inc. (the "Agreement"), to be effective as of the date hereof, to make the following Additional Website(s) constitute Approved Additional Website(s), and thus part of the Network:

1. The URL of the proposed Additional Website(s) covered by this Addendum, and the date on which EMI Ringtones will first be offered thereon, is/are:

| Licensee | Method | Launch Date | URL |
|--------------------|--------|-------------|---|
| ALLTEL | WAP | Jan-04 | Available via Alltel's Access on-phone service. |
| AT&T Wireless | WAP | Apr-03 | Available via AT&T's mMode on-phone service. |
| Bluegrass Cellular | Web | Nov-03 | http://www.downplay.com/jmap/bluegrass/index.jsp |
| CellCom | Web | Nov-03 | http://www.downplay.com/jmap/cellcom/index.jsp |
| Cellular South | Web | Sep-03 | http://www.downplay.com/telepak/index.jsp |
| Downplay | Web | Nov-02 | http://www.downplay.com |
| Downplay | WAP | TBD | http://wap.downplay.com |
| First Cellular | Web | Sep-03 | http://www.downplay.com/jmap/firstcellular/index.jsp |
| Iowa Wireless | Web | Nov-03 | http://www.downplay.com/jmap/iowawireless/index.jsp |
| Siemens Mobile | Web | Nov-02 | http://www.downplay.com/mysiemens/index.jsp |
| Thumb Wireless | Web | Oct-03 | http://www.downplay.com/jmap/thumb/index.jsp |

Notes: (1) Iowa Wireless, Cellular South, and CellCom are administered by Syniverse Technologies (formerly known as TSI). (2) BlueGrass, First Cell, and Thumb are administered by InterOP Technologies. (3) Depending on content's format, the final delivery method for certain items purchased over the web may have their final delivered method as SMS text message, WAP download, or OTA (over the air).

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this 19th day of August, 2004.

EMI Entertainment World, Inc.

By: 

Downplay, Inc.

By: 

Ringtone and Mastertone License

THIS AGREEMENT (the "Agreement") is made August 31, 2004 ("Effective Date"), by and between Ampay Ltd. ("Licensee"), Amplefuture House, Quadrant Business Centre, 135 Salusbury Road, London, NW6 6RJ England, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition (as defined below) to create EMI Ringtones (as defined below) and to distribute EMI Tones (as defined below) whereby an end-user can receive a copy of the EMI Tone into a Wireless Device (as defined below) ("Licensee's Service"), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Tones to be digitally transmitted. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)").

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriter Agreements (as defined below), and which shall be subject to Publisher's final approval, for use in the creation and distribution of EMI Tones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion on the attached Schedule B, which may be amended from time to time, or by Publisher's execution of an applicable Addendum as further described in paragraph 2(b) below (in the form set forth in Schedule D).

(c) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an end-user.

(d) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to said an end-user's Wireless Device).

(e) "Dollars" and "Cents" mean United States Dollars and Cents.

(f) "EMI Ringtone" and "EMI Mastertone" means a Ringtone and Mastertone (as defined below), respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Mastertones collectively shall be referred to as "EMI Tones".

(g) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Tones will be made available to end-users, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided Licensee at all times shall institute security measures with respect to all aspects of the Network and operating systems, that (i) are designed to ensure that an EMI Tone cannot be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device initially receiving said EMI Tone; (ii) are designed to prevent unauthorized reproduction and distribution of an EMI Tone; and (iii) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which resides in an end-user's Wireless Device and causes a predetermined audio-only instrumental melodic sequence of a musical composition to be played for the sole purpose of announcing an incoming telephone call to or message on such Wireless Device, without any further distribution or transmission of such musical composition. For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), *inter alia*, Ringbacks or Ringback tones (as defined below). For the purpose of this Agreement Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances, shall be referred to as "Mastertones".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Website" means Licensee's proprietary website or wapsite on the Internet having a URL of <http://www.tonecentral.com>.

(n) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B, which may be amended from time to time during the Term, for the creation and distribution of EMI Tones, and such Compositions are hereby deemed "Approved Compositions." For clarity, Publisher may send Licensee a revised Schedule B from time to time during the Term, which Schedule B shall comprise the current list of "Approved Compositions", as of the date sent. Publisher will use best efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Approved Compositions comprising Schedule B.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation and distribution of EMI Tones that do not appear on Schedule B. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum in the form set forth on the attached Schedule D. Said Addendum shall be executed by Licensee and forwarded to Publisher. When fully executed, the Addendum shall be considered an amendment to this Agreement, subject to all the terms and conditions herein set forth, and the Compositions set forth therein shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from becoming an Approved Composition. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden are not available; and the Compositions "You've Got A Friend" (King) and "Izzo" (Perren / Mizell / Gordy / Lussier / Carter / West) are not and shall not become Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights during the Term and in the Territory:

(i) To arrange and record, at Licensee's sole expense, up to thirty (30) consecutive seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to end-users;

(iii) To sell Copies of the EMI Tones, on and through the Network, by which an end-user can purchase a copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an end user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected); and

(iv) Subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of an EMI Tone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of demonstrating or auditioning said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Tone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Tone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

(a) The "Term" of this Agreement shall be one (1) year, commencing on September 1, 2004 and terminating August 31, 2005 (the "Expiration Date"). Licensee shall notify Publisher when an EMI Tone is first made available for purchase.

(b) Notwithstanding the foregoing:

(i) All rights granted to Licensee herein and pursuant to the Addenda shall expire as of the Expiration Date.

(ii) EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, upon execution of the Agreement Licensee shall pay to Publisher the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) Dollars, as a non-returnable advance, recoupable solely from royalties otherwise payable pursuant to subparagraphs (c)(i-iv) below ("Advance").

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher a royalty equal to Publisher's Prorata Share of:

(A) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TEN (\$0.10) Cents with respect to EMI Ringtones; and

(B) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of FIFTEEN (\$0.15) Cents with respect to EMI Mastertones;

(ii) In the event a recurring fee is charged an end user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an end user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, or to the publisher of any musical composition, to be included in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement with any such music publisher, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement with any such music publisher, to include such more favorable provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and music publishers by which rights are granted for the use of any musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6(c) above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee; at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World and unless Publisher notifies otherwise, shall be sent to the attention of Susan Schwartz, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Approved Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audiovisual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive Copies of Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing): as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Susan Schwartz

To Licensee: Ampay Ltd.
Amplefuture House
Quadrant Business Centre
135 Salisbury Rd.
London, NW6 6RJ England
Attention: Simon Barnes
Copy: Legal Department

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid; except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any Person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision or of default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE C

to the Agreement dated August 1, 2004, by and between
EMI Entertainment World, Inc. and Amplefuture Ltd. (pursuant to paragraph 1(a))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated August 1, 2004, by and between EMI Entertainment World, Inc. and Amplefuture Ltd. (the "Agreement"), to be effective as of the date hereof, to make the following Additional Website(s) constitute Approved Additional Website(s), and thus part of the Network.

1. The URL of the proposed Additional Website(s) covered by this Addendum, and the date on which EMI Tones will first be offered thereon, is/are:

http://www.[] / DATE: _____

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this
_____ day of _____, 200__.

EMI Entertainment World, Inc.

Amplefuture Ltd.

By: _____

By: _____

SCHEDULE D

to the Agreement dated August 1, 2004, by and between
EMI Entertainment World, Inc. and Amplefuture Ltd. (pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated August 1, 2004, by and between EMI Entertainment World, Inc. and Amplefuture Ltd. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The Composition(s) subject to this Addendum is/are:
["TITLE"] composed by ["WRITER(S)" (%)].
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____].
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this
_____ day of _____, 200__.

[EMI PUBLISHER]

Amplefuture Ltd.

By: _____

By: _____

Dated: August 30, 2004

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Ringtone and Mastered License

THIS AGREEMENT (the "Agreement") is made September 7, 2004 ("Effective Date"), by and between Lagardere Active North America, Inc. ("Licensee"), 1633 Broadway - 40th floor, New York, New York 10019 and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition (as defined below) to create EMI Ringtones (as defined below) and to distribute EMI Tones (as defined below) whereby an end-user can receive a copy of the EMI Tone into a Wireless Device (as defined below) ("Licensee's Service"), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Tones to be digitally transmitted. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)").

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriter Agreements (as defined below), and which shall be subject to Publisher's final approval, for use in the creation and distribution of EMI Tones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion on the attached Schedule B, which may be amended from time to time, or by Publisher's execution of an applicable Addendum as further described in paragraph 2(b) below (in the form set forth in Schedule D).

(c) "Copy" means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an end-user.

- (d) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to said end-user's Wireless Device).
- (e) "Dollars" and "Cents" mean United States Dollars and Cents.
- (f) "EMI Ringtone" and "EMI MasterTones" means a Ringtone and MasterTones (as defined below), respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI MasterTones collectively shall be referred to as "EMI Tones".
- (g) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Tones will be made available to end-users, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided Licensee at all times shall institute security measures with respect to all aspects of the Network and operating systems, that (i) are designed to ensure that an EMI Tone cannot be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device initially receiving said EMI Tone; (ii) are designed to prevent unauthorized reproduction and distribution of an EMI Tone; and (iii) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices.
- (h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.
- (i) "Ringtone" means an electronic code which resides in an end-user's Wireless Device and causes a predetermined audio-only instrumental melodic sequence of a musical composition to be played for the sole purpose of announcing an incoming telephone call to or message on such Wireless Device, without any further distribution or transmission of such musical composition. For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), *inter alia*, Ringbacks or Ringback tones (as defined below). For the purpose of this Agreement Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances, shall be referred to as "MasterTones".
- (j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.
- (k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.
- (l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.
- (m) "Website" means Licensee's proprietary website or wapsite on the Internet having a URL of <http://www.blingtones.com>.
- (n) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with

its rules and regulations governing commercial mobile radio services.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B, which may be amended from time to time during the Term, for the creation and distribution of EMI Tones, and such Compositions are hereby deemed "Approved Compositions." For clarity, Publisher may send Licensee a revised Schedule B from time to time during the Term, which Schedule B shall comprise the current list of "Approved Compositions", as of the date sent. Publisher will use best efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Approved Compositions comprising Schedule B.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation and distribution of EMI Tones that do not appear on Schedule B. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum in the form set forth on the attached Schedule D. Said Addendum shall be executed by Licensee and forwarded to Publisher. When fully executed, the Addendum shall be considered an amendment to this Agreement, subject to all the terms and conditions herein set forth, and the Compositions set forth therein shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from becoming an Approved Composition. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden are not available; and the Compositions "You've Got A Friend" (King) and "Izzo" (Perren / Mizell / Gordy / Lussier / Carter / West) are not and shall not become Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights during the Term and in the Territory:

(i) To arrange and record, at Licensee's sole expense, up to thirty (30) consecutive seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Ringtone; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to end-users;

(iii) To sell Copies of the EMI Tones, on and through the Network, by which an end-user can purchase a copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an end user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected); and

(iv) Subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of an EMI Tone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of demonstrating or auditioning said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Tone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Tone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be [the United States and ~~Canada~~].

5. Term

(a) The "Term" of this Agreement shall be one (1) year, commencing on the Effective Date and terminating September 6, 2005 (the "Expiration Date"). Licensee shall notify Publisher when an EMI Tone is first made available for purchase.

(b) Notwithstanding the foregoing:

(i) All rights granted to Licensee herein and pursuant to the Addenda shall expire as of the Expiration Date.

(ii) EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

(a) - As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher a royalty equal to Publisher's Prorata Share of:

(B) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of FIFTEEN (\$0.15) Cents with respect to EMI Mastered Tapes.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone or ~~Masterpiece~~, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in

Ringtones and/or in ~~Masthead~~.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6(c) above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones; and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee; at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World and unless Publisher notifies otherwise, shall be sent to the attention of Jonathan Cohen, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due; according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure

by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter-used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Ringtone on the Network. In no event shall a name of a

composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder; and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive Copies of Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice; and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing): as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Jonathan Cohen

To Licensee: Lagardere Active North America, Inc.
1633 Broadway -- 40th floor
New York, New York 10019
Attention: Julien Mittelberg

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (*in rem* or *in personam*) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any Person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher, and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

21. Marketing Commitment

(a) Promptly following the full execution of this Agreement, Licensee, at its sole cost and expense shall create and provide Publisher with a so-called "mock-up" of Licensee's home webpage prominently featuring the titles of, and links to EMI Tones. Licensee shall make any revisions to the proposed home webpage as Publisher reasonably shall request. Upon Publisher's approval of the "mock-up", Licensee shall use same for its home webpage during the Term for no less than four (4) weeks. Notwithstanding the foregoing, Licensee may make non-material changes to the approved home webpage provided that the titles of, and links to EMI Tones shall remain "above the fold" and shall be featured more prominently than the titles of, and links to all other Ringtones and Masterpieces then appearing on Licensee's home webpage.

(b) Any failure by Licensee to fulfill its obligations under subparagraph (a) above, including without limitation use of the Publisher approved home webpage during the Term in the manner set forth, shall constitute an Event of Default.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

Lagardere Active North America, Inc.

By: _____

An authorized signatory

By: _____

An authorized signatory

SCHEDULE D

to the Agreement dated _____, 2004, by and between
EMI Entertainment World, Inc. and Lagardere Active North America, Inc. (pursuant to paragraph
2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated _____, 2004, by and between EMI Entertainment World, Inc. and
Lagardere Active North America, Inc. (the "Agreement"), to be effective as of the date hereof covering the
use of the Compositions listed below:

1. The Composition(s) subject to this Addendum is/are:
["TITLE"] composed by ["WRITER(S)"] (%).
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled
_____, the country(ies) of _____].
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this
____ day of _____, 200__.

[EMI PUBLISHER]

Lagardere Active North America, Inc.

By: _____

By: _____

Approved by Lisa Weissberg, 10/14/2004
Input by Jonathan Cohen, 10/14/2004

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALlico MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)

SCHEDULE C

to the Agreement dated _____, 2004, by and between
EMI Entertainment World, Inc. and Lagardere Active North America, Inc. (pursuant to paragraph
1(a))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated _____, 2004, by and between EMI Entertainment World, Inc.
and Lagardere Active North America, Inc. (the "Agreement"); to be effective as of the date hereof, to make
the following Additional Website(s) constitute Approved Additional Website(s), and thus part of the
Network.

1. The URL of the proposed Additional Website(s) covered by this Addendum, and the date on
which EMI Tones will first be offered thereon, is/are:

http://www.[_____] / DATE: _____

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this
_____ day of _____, 200__.

EMI Entertainment World, Inc.

Lagardere Active North America, Inc.

By: _____

By: _____

Mastertone License

THIS AGREEMENT (the "Agreement") is made October 12, 2004 ("Effective Date"), by and between Opera Telecom USA ("Licensee"), 13800 Coppermine Road, Herndon, Virginia 20171, and EMI Music Publishing ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition (as defined below) to create and distribute EMI Mastertones (as defined below) whereby an end-user can receive a copy of the EMI Mastertone into a Wireless Device (as defined below) ("Licensee's Service"), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Mastertones to be digitally transmitted. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)").

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriter Agreements (as defined below), and which shall be subject to Publisher's final approval; for use as an EMI Mastertone; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion on the attached Schedule B, which may be amended from time to time, or by Publisher's execution of an applicable Addendum as further described in paragraph 2(b) below (in the form set forth in Schedule D) for use as an EMI Mastertone.

(c) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Mastertone to an end-user.

(d) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to said end-user's Wireless Device).

- (e) "Dollars" and "Cents" mean United States Dollars and Cents.
- (f) "EMI MasterTone" means a MasterTone that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement.
- (g) "MasterTone" means an electronic code which resides in an end-user's Wireless Device and causes a master sound recording of a musical composition to be played for the sole purpose of announcing an incoming telephone call to or message on such Wireless Device, without any further distribution or transmission of such musical composition. For the avoidance of doubt, "MasterTone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones (as defined below)
- (h) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI MasterTones will be made available to end-users, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided Licensee at all times shall institute security measures with respect to all aspects of the Network and operating systems, that (i) are designed to ensure that an EMI MasterTone cannot be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device initially receiving said EMI MasterTone; (ii) are designed to prevent unauthorized reproduction and distribution of an EMI MasterTone; and (iii) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices.
- (i) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.
- (j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.
- (k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI MasterTones licensed hereunder will exclusively reside, and from which the EMI MasterTones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI MasterTone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.
- (l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.
- (m) "Website" means Licensee's proprietary website or wapsite on the Internet having an URL of <http://www.katazo.com>.
- (n) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services.
- (o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B, which may be amended from time to time during the Term, for the creation of EMI Mastertones, and such Compositions are hereby deemed "Approved Compositions." For clarity, Publisher may send Licensee a revised Schedule B from time to time during the Term, which Schedule B shall comprise the current list of "Approved Compositions", as of the date sent. Publisher will use best efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Approved Compositions comprising Schedule B.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation of EMI Mastertones that do not appear on Schedule B. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum in the form set forth on the attached Schedule D. Said Addendum shall be executed by Licensee and forwarded to Publisher. When fully executed, the Addendum shall be considered an amendment to this Agreement, subject to all the terms and conditions herein set forth, and the Compositions set forth therein shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from becoming an Approved Composition. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden are not available; and the Compositions "You've Got A Friend" (King) and "Izzo" (Perren / Mizell / Gordy / Lussier / Carter / West) are not and shall not become Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Mastertones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights during the Term and in the Territory:

(i) To arrange and record, at Licensee's sole expense, up to thirty (30) consecutive seconds of each Approved Composition licensed hereunder for use solely in connection with the creation of an EMI Mastertone; provided that in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition, and further provided that all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To create a template or server copy of each EMI Mastertone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Mastertones to end-users;

(iii) To sell Copies of the EMI Mastertones, on and through the Network, by which an end-user can purchase a copy of the EMI Mastertone such that the EMI Mastertone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Mastertones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Mastertones are stored or cached on the Network except on the Server or on an end user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Mastertone so affected); and

(iv) Subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of an EMI Mastertone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of demonstrating or auditioning said Mastertone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Mastertone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Mastertone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall secure a license for the remaining percentage from the applicable co-publisher(s).

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

(a) The "Term" of this Agreement shall commence on July 1, 2003 and terminate June 30, 2005 (the "Expiration Date"). Licensee shall notify Publisher when an EMI Mastertone is first made available for purchase.

(b) Notwithstanding the foregoing:

(i) All rights granted to Licensee herein and pursuant to the Addenda shall expire as of the Expiration Date.

(ii) EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Mastertones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

- (a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.
- (b) Intentionally Omitted.
- (c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher a royalty equal to Publisher's Prorata Share of TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of FIFTEEN (\$0.15) Cents.
- (ii) In the event a recurring fee is charged an end user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Mastertone embodied therein) an end user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new Copy Sold.
- (iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Mastertone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Mastertone embodied in such Copy Sold.
- (iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Mastertone is made available as part of a bundle or package of wireless content applications), the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges \$10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy Sold shall be Publisher's Pro Rata Share of \$0.125, i.e. 10% of $(\$10 \div 8)$.
- (v) Intentionally Omitted.
- (d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.
- (e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Mastertones.

7. Accounting

- (a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6(c) above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Mastertone-by-EMI Mastertone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.
- (b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Mastertones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.
- (c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.
- (d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World and unless Publisher notifies otherwise, shall be sent to the attention of Rod Kotler, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.
- (e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Mastertones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.
- (f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Mastertone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition; and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Mastertone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Mastertone; (ii) sell or otherwise distribute EMI Mastertones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Mastertones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items permitted or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall be terminated pursuant to paragraph 14.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Mastertones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of a Mastertone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Mastertones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Mastertone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Masterstone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive Copies of Masterstones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Mastertone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title-17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing); as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Rod Kotler

To Licensee: Opera Telecom USA
13800 Coppermine Road
Herndon, Virginia
Attention: Karen Stultz

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any Person or entity which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person or entity owning, or acquiring, all or a substantial part of EMI's and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers and/or master use owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

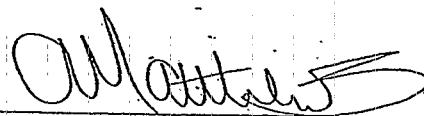
By:



An authorized signatory

Opera Telecom USA

By:



An authorized signatory

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE C

to the Agreement dated _____, 2004, by and between
EMI Music Publishing and Opera Telecom USA (pursuant to paragraph 1(a))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated _____, 2004, by and between EMI Music Publishing and
Opera Telecom USA (the "Agreement"), to be effective as of the date hereof, to make the following
Additional Website(s) constitute Approved Additional Website(s), and thus part of the Network.

1. The URL of the proposed Additional Website(s) covered by this Addendum, and the date on
which EMI MasterTones will first be offered thereon, is/are:

http://www.[] / DATE: _____

2. All terms and conditions of the Agreement shall remain in full force and effect. _____

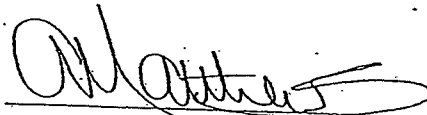
IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this
_____ day of _____, 200__.

EMI Music Publishing

Opera Telecom USA

By: _____

By: _____



SCHEDULE D

to the Agreement dated _____, 2004, by and between
EMI Music Publishing and Opera Telecom USA (pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated _____, 2004, by and between EMI Music Publishing and Opera
Telecom USA (the "Agreement"), to be effective as of the date hereof covering the use of the
Compositions listed below:

1. The Composition(s) subject to this Addendum is/are:
["TITLE"] composed by ["WRITER(S)" (%)].
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled
_____, the country(ies) of _____.]
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this
_____ day of _____, 200_____.

[EMI PUBLISHER]

Opera Telecom USA

By: _____

By: 

Ringtone License

THIS AGREEMENT (the "Agreement") is made October 15, 2004, by and between DMD Mobile Holdings, Inc. ("Licensee"), c/o David M. Deutch, Esq., 255 West 36th Street, New York, New York 10018, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition (as defined below) to create and distribute EMI Ringtones (as defined below) whereby an end-user can receive a copy of the EMI Ringtone into a Wireless Device (as defined below) ("Licensee's Service"), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Ringtones to be digitally transmitted. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)").

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriter Agreements (as defined below), and which shall be subject to Publisher's final approval, for use in the creation and distribution of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion on the attached Schedule B, which may be amended from time to time, or by Publisher's execution of an applicable Addendum as further described in paragraph 2(b) below (in the form set forth in Schedule D).

(c) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to an end-user.

(d) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to said end-user's Wireless Device).

- (e) "Dollars" and "Cents" mean United States Dollars and Cents.
- (f) "EMI Ringtone" means a Ringtone (as defined below), that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement.
- (g) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Ringtones will be made available to end-users, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided Licensee at all times shall institute security measures with respect to all aspects of the Network and operating systems, that (i) are designed to ensure that an EMI Ringtone cannot be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device initially receiving said EMI Ringtone; (ii) are designed to prevent unauthorized reproduction and distribution of an EMI Ringtone; and (iii) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices.
- (h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.
- (i) "Ringtone" means an electronic code which resides in an end-user's Wireless Device and causes a predetermined audio-only instrumental melodic sequence of a musical composition to be played for the sole purpose of announcing an incoming telephone call to or message on such Wireless Device, without any further distribution or transmission of such musical composition. For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones (as defined below).
- (j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.
- (k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI Ringtone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.
- (l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.
- (m) "Website" means Licensee's proprietary website or wapsite on the Internet having a URL of <http://www.hollamobile.com>.
- (n) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services.
- (o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B, which may be amended from time to time during the Term, for the creation and distribution of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions." For clarity, Publisher may send Licensee a revised Schedule B from time to time during the Term, which Schedule B shall comprise the current list of "Approved Compositions", as of the date sent. Publisher will use best efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Approved Compositions comprising Schedule B.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation and distribution of EMI Ringtones that do not appear on Schedule B. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum in the form set forth on the attached Schedule D. Said Addendum shall be executed by Licensee and forwarded to Publisher. When fully executed, the Addendum shall be considered an amendment to this Agreement, subject to all the terms and conditions herein set forth, and the Compositions set forth therein shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from becoming an Approved Composition. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden are not available; and the Compositions "You've Got A Friend" (King) and "Izzo" (Perren / Mizell / Gordy / Lussier / Carter / West) are not and shall not become Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights during the Term and in the Territory:

(i) To arrange and record, at Licensee's sole expense, up to thirty (30) consecutive seconds of an Approved Composition for use solely in connection with the creation of an EMI Ringtone; provided that: (A) no EMI Ringtone shall contain more than one (1) Approved Composition; (B) in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition; and (C) all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To create a template or server copy of each EMI Ringtone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Ringtones to end-users;

(iii) To sell Copies of EMI Ringtones, on and through the Network, by which an end-user can purchase a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on an end user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected); and

(iv) Subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of demonstrating or auditioning said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) - Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States.

5. Term

(a) The "Term" of this Agreement shall commence on the earlier of: (i) the date Licensee first makes an EMI Ringtone available for purchase, or (ii) November 1, 2004 and shall terminate one (1) year thereafter (the "Expiration Date"). Licensee shall notify Publisher when an EMI Ringtone is first made available for purchase.

(b) Notwithstanding the foregoing:

(i) All rights granted to Licensee herein and pursuant to the Addenda shall expire as of the Expiration Date.

(ii) EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, upon execution of the Agreement Licensee shall pay to Publisher the sum of TWO THOUSAND (\$2,000.00) DOLLARS, as a non-returnable advance, recoupable solely from royalties otherwise payable pursuant to paragraphs (c)-(iv) below ("Advance").

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher a royalty equal to Publisher's Prorata Share of TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty of TEN (\$0.10) Cents for each Copy Sold.

(ii) In the event a recurring fee is charged an end user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access an EMI Ringtone embodied therein) on an end user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new Copy Sold.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Ringtone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Ringtone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Ringtone is made available as part of a bundle or package of wireless content applications), the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges \$10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy Sold shall be Publisher's Pro Rata Share of \$0.125, i.e. 10% of $(\$10 \div 8)$.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, or to the publisher of any musical composition, to be included in any Ringtone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include the more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and music publishers by which rights are granted for the use of any musical compositions (including Approved Compositions) in Ringtones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6(c) above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World and unless Publisher notifies otherwise, shall be sent to the attention of Yolanda Blum, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Ringtones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14); including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue by Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI"), as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Ringtone; (ii) sell or otherwise distribute EMI Ringtones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audiovisual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement; or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) Intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Ringtone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire; and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive Copies of EMI Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice; and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Yolanda Blum

To Licensee: DMD Mobile Holdings, Inc.
255 West 36th Street
New York, New York 10018
Attention: David M. Deutch, Esq.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any

parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

DMD Mobile Holdings, Inc.

By: 

An authorized signatory

By: 

An authorized signatory

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALlico MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE C

to the Agreement dated _____, 2004, by and between
EMI Entertainment World, Inc. and DMD Mobile Holdings, Inc. (pursuant to paragraph 1(a))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated _____, 2004, by and between EMI Entertainment World, Inc. and DMD Mobile Holdings, Inc. (the "Agreement"), to be effective as of the date hereof, to make the following Additional Website(s) constitute Approved Additional Website(s), and thus part of the Network.

1. The URL of the proposed Additional Website(s) covered by this Addendum, and the date on which EMI Ringtones will first be offered thereon, is/are:

http://www.[_____] / DATE: _____

2. All terms and conditions of the Agreement shall remain in full force and effect. _____

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200__.

EMI Entertainment World, Inc.

DMD Mobile Holdings, Inc.

By: _____

By: _____

SCHEDULE D

to the Agreement dated _____, 2004, by and between
EMI Entertainment World, Inc. and DMD Mobile Holdings, Inc. (pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated _____, 2004, by and between EMI Entertainment World, Inc.
and DMD Mobile Holdings, Inc. (the "Agreement"), to be effective as of the date hereof covering the use
of the Compositions listed below:

1. The Composition(s) subject to this Addendum is/are:
["TITLE"] composed by ["WRITER(S)" (%)].
2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled
_____, the country(ies) of _____].
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this
_____ day of _____, 200__.

[EMI PUBLISHER]

DMD Mobile Holdings, Inc.

By: _____

By: _____

Ringtone License

THIS AGREEMENT (the "Agreement") is made November 9th, 2004, by and between 762.CORP. ("Licensee"), c/o David M. Deutch, Esq., 255 West 36th Street, New York, New York 10018, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition (as defined below) to create and distribute EMI Ringtones (as defined below) whereby an end-user can receive a copy of the EMI Ringtone into a Wireless Device (as defined below) ("Licensee's Service"), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Ringtones to be digitally transmitted. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)").

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriter Agreements (as defined below), and which shall be subject to Publisher's final approval, for use in the creation and distribution of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion on the attached Schedule B, which may be amended from time to time, or by Publisher's execution of an applicable Addendum as further described in paragraph 2(b) below (in the form set forth in Schedule D).

(c) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to an end-user.

(d) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to said end-user's Wireless Device).

- (e) "Dollars" and "Cents" mean United States Dollars and Cents.
- (f) "EMI Ringtone" means a Ringtone (as defined below), that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement.
- (g) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Ringtones will be made available to end-users, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided Licensee at all times shall institute security measures with respect to all aspects of the Network and operating systems, that (i) are designed to ensure that an EMI Ringtone cannot be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device initially receiving said EMI Ringtone; (ii) are designed to prevent unauthorized reproduction and distribution of an EMI Ringtone; and (iii) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices.
- (h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.
- (i) "Ringtone" means an electronic code which resides in an end-user's Wireless Device and causes a predetermined audio-only instrumental melodic sequence of a musical composition to be played for the sole purpose of announcing an incoming telephone call to or message on such Wireless Device, without any further distribution or transmission of such musical composition. For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones (as defined below).
- (j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.
- (k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI Ringtone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.
- (l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.
- (m) "Website" means Licensee's proprietary website or wapsite on the Internet having a URL of <http://www.762wireless.com>.
- (n) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services.
- (o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B, which may be amended from time to time during the Term, for the creation and distribution of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions." For clarity, Publisher may send Licensee a revised Schedule B from time to time during the Term, which Schedule B shall comprise the current list of "Approved Compositions", as of the date sent. Publisher will use best efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Approved Compositions comprising Schedule B.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation and distribution of EMI Ringtones that do not appear on Schedule B. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum in the form set forth on the attached Schedule D. Said Addendum shall be executed by Licensee and forwarded to Publisher. When fully executed, the Addendum shall be considered an amendment to this Agreement, subject to all the terms and conditions herein set forth, and the Compositions set forth therein shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from becoming an Approved Composition. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden are not available; and the Compositions "You've Got A Friend" (King) and "Izzo" (Perren / Mizell / Gordy / Lussier / Carter / West) are not and shall not become Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights during the Term and in the Territory:

(i) To arrange and record, at Licensee's sole expense, up to thirty (30) consecutive seconds of an Approved Composition for use solely in connection with the creation of an EMI Ringtone; provided that: (A) no EMI Ringtone shall contain more than one (1) Approved Composition; (B) in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition; and (C) all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To create a template or server copy of each EMI Ringtone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Ringtones to end-users;

(iii) To sell Copies of EMI Ringtones; on and through the Network, by which an end-user can purchase a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on an end user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected); and

(iv) Subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of demonstrating or auditioning said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States.

5. Term

(a) The "Term" of this Agreement shall commence on the earlier of: (i) the date Licensee first makes an EMI Ringtone available for purchase, or (ii) November 1, 2004 and shall terminate one (1) year thereafter (the "Expiration Date"). Licensee shall notify Publisher when an EMI Ringtone is first made available for purchase.

(b) Notwithstanding the foregoing:

(i) All rights granted to Licensee herein and pursuant to the Addenda shall expire as of the Expiration Date.

(ii) EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, upon execution of the Agreement Licensee shall pay to Publisher the sum of TWO THOUSAND (\$2,000.00) DOLLARS, as a non-returnable advance, recoupable solely from royalties otherwise payable pursuant to paragraphs (c)(i-iv) below ("Advance").

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher a royalty equal to Publisher's Prorata Share of TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty of TEN (\$0.10) Cents for each Copy Sold.

(ii) In the event a recurring fee is charged an end user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access an EMI Ringtone embodied therein) on an end user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new Copy Sold.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Ringtone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Ringtone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Ringtone is made available as part of a bundle or package of wireless content applications), the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications; or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges \$10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy Sold shall be Publisher's Pro Rata Share of \$0.125, i.e. 10% of $(\$10 \div 8)$.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, or to the publisher of any musical composition, to be included in any Ringtone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include the more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and music publishers by which rights are granted for the use of any musical compositions (including Approved Compositions) in Ringtones.

7. Accounting

- (a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6(c) above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.
- (b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.
- (c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.
- (d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World and unless Publisher notifies otherwise, shall be sent to the attention of Yolanda Blum, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.
- (e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Ringtones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.
- (f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue by Licensee in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI"), as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Ringtone; (ii) sell or otherwise distribute EMI Ringtones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Ringtone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtones shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive Copies of EMI Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Yolanda Blum

To Licensee: 762 CORP.
255 West 36th Street
New York, New York 10018
Attention: David M. Deutch, Esq.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any

parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

762 CORP.

By: _____

An authorized signatory

By: _____

An authorized signatory

President
Christian Zimmerman

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCÉ MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)